



# **GENERAL TERMS AND CONDITIONS OF SALE FOR PROCESSED GLASS**



**wutkowski**®  
YOUR PARTNER IN GLASS



## GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

### OF "WUTKOWSKI" SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ IN ŚLIWICE

#### § 1

##### GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") specify the rules for concluding sales contracts for processed glass (hereinafter referred to as "the Products"), where the seller is "WUTKOWSKI" spółka z ograniczoną odpowiedzialnością, with a registered office in Śliwice, ul. Szklanych Domów 1 (hereinafter referred to as the "Seller"), and the buyer is an entrepreneur within the meaning of the Civil Code (hereinafter "the Buyer"), as well as the rights and obligations of the parties to such sales contracts.
2. GTCS constitute an integral part of every offer, price list, cooperation agreements and each sales contract concluded by the Seller, however if the Parties agree their rights and obligations in the form of a separate written agreement - the provisions of such written agreement shall prevail, and the provisions of these GTCS shall apply only to the extent not regulated in such agreement.
3. Contract templates used by the Buyer, including general conditions and regulations, shall not be used to the extent described in section 1.
4. The sales contract, within the meaning of these GTCS, consists of the following documents: 1) GTCS, 2) General Terms and Conditions of Guarantee (hereinafter referred to as "GTCSG") and the Company Standard (hereinafter referred to as "CS"), hereinafter referred to as the "Accompanying Documents", 3) the Seller's offer or the price list agreed by the Parties and the order placed by the Buyer, and 4) further arrangements between the Parties made in writing or by e-mail.
5. The text of the GTCS and the Accompanying Documents is available for downloading at <http://www.wutkowski.com.pl> and can be made available to the Buyer electronically or in a paper form at the Buyer's request.
6. Advertisements, announcements, information materials, folders, catalogues, price lists and other information about the Products presented by the Seller are for illustration purposes only and do not constitute an offer within the meaning of the Civil Code, unless the Seller expressly provides otherwise.

#### § 2

##### CONCLUSION OF AND AMENDMENT TO SALES CONTRACT

1. In order to receive an offer from the Seller for the Products in the offered range, the Buyer must submit an inquiry to the Seller by e-mail or in writing, specifying:
  - a) the Buyer's details, including the name of its company, address and tax identification number (NIP);
  - b) the type of Products the Buyer is interested in, the type of their processing, their dimensions and quantities;
  - c) the suggested place, method and date of delivery.
2. The inquiry does not constitute an offer within the meaning of the Civil Code and shall be treated as an invitation to submit an offer.
3. If the inquiry does not contain the data indicated in section 1 points a) or b) or c), the Seller shall - in the same form in which the inquiry is submitted - request the Buyer to supplement such data.
4. After receiving the inquiry according to section 1, the Seller shall send to the Buyer - in the same form - an offer for the Products indicated in the inquiry or information about the inability to submit such an offer. The offer shall specify:
  - a) the type of the Products, the type of their processing, their dimensions and quantities;
  - b) the price;
  - c) the suggested place, method and date of delivery;
  - d) offer validity period;
  - e) date and method of payment of the price;
  - f) other conditions of sale;
  - g) a reservation that the provisions of GTCS and the Accompanying Documents apply to the sales contracts concluded by the Seller and an indication that their text is available for downloading at <http://www.wutkowski.com.pl>



- and may be made available to him at the Buyer's request electronically or in a paper form, as well as the reservation that the Buyer is required to read the GTCS and the Accompanying Documents prior to the conclusion of the sales contract and that by concluding the sales contract he declares that he has read these documents.<http://www.wutkowski.com.pl>.
5. The sales contract is concluded when the Seller receives the Buyer's acceptance of its offer, within the period specified in the offer. The acceptance should be made in writing or by e-mail.
  6. If the Buyer accepts the Seller's offer after the deadline specified in the offer or proposes to change the terms and conditions of the contract in relation to the terms covered by the offer (including partial acceptance of the offer), the conclusion of the sales contract does not take place, and the Parties may conduct further negotiations regarding the conclusion thereof. In this case, the conclusion of the contract takes place when the Parties agree on all the terms thereof covered by their mutual negotiations, in writing or by e-mail.
  7. In the event that the Buyer is in regular economic relations with the Seller, the sales contract may also be concluded as follows:
    - a) the Parties shall set the prices of the given Products in the offer - price list, in writing or by e-mail. The offer - the price list shall also specify:
      - i. the Buyer's details, including the name of its company, address and tax identification number (NIP);
      - ii. the suggested place, method and date of delivery;
      - iii. the validity period of the offer - the price list;
      - iv. date and method of payment of the price;
      - v. other conditions of sale;
      - vi. a reservation that the provisions of GTCS and the Accompanying Documents apply to the sales contracts concluded by the Seller and an indication that their text is available for downloading at <http://www.wutkowski.com.pl> and may be made available to him at the Buyer's request electronically or in a paper form, as well as the reservation that the Buyer is required to read the GTCS and the Accompanying Documents prior to the conclusion of the sales contract and that by concluding the sales contract he declares that he has read these documents.<http://www.wutkowski.com.pl>.
    - b) The Buyer shall place an order by e-mail or in writing, specifying a detailed list of the type of ordered Products, their dimensions and quantities.
  8. In the case described in section 7, the sales contract is concluded when the Seller receives the order, unless the Seller immediately informs the Buyer, by e-mail or in writing, of the inability to complete the order.
  9. The contract between the Parties shall form the basis for the Seller to place orders for raw materials and other materials required to produce the ordered Products, subject to § 3 sections 8, 9 and 10.
  10. The Parties may change or terminate the concluded sales contract by submitting their mutual statements in writing or by e-mail.
  11. In the event of an amendment to or termination of the sales contract by the Parties in the course of its performance by the Seller, the Buyer shall be obliged to pay the Seller all the costs incurred by him so far in relation to the performance of such contract. This shall apply to, in particular to: the costs of ordered materials, the costs of production in progress and the price of the finished Products. § 4 shall apply to the delivery of the above materials and finished and unfinished Products. The Parties may also set other settlement conditions in writing or by e-mail.
  12. The provisions of Art. 661 § 1 - 3, Art. 68, Art. 681, Art. 682 of the Civil Code shall not apply.

### § 3

#### PRICE, TERMS OF PAYMENT AND THE CONSEQUENCES OF THE DELAY IN PAYMENT OF THE PRICE

1. All the prices presented in the Seller's price lists and offers are net prices. The prices do not include VAT due at the time of issuing the VAT invoice.
2. The payment deadline shall be indicated in the VAT invoice. The payment deadline is a strictly defined deadline within the meaning of Art. 492 of the Civil Code.
3. The Seller shall issue a VAT invoice and send it to the Buyer not later than within 7 days of the date of delivery, subject to § 4 section 7. The VAT invoice shall be sent to the Buyer by e-mail, to the same address which is used to submit the inquiry or order, unless the Parties agree otherwise in writing or by e-mail. If the inquiry or order are submitted in writing, the invoice shall be sent by post to the Buyer's address specified in such order, unless the Parties agree otherwise in writing or by e-mail.
4. The price shall be paid by the Buyer to the Seller's bank account indicated in the VAT invoice.

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5. In the event of a delay in the payment of any amounts due by the Buyer to the Seller, the Seller shall have the right to unilaterally change the schedule and date of delivery specified for such Buyer, as well as suspend deliveries until the overdue payments are made. The Seller shall inform the Buyer about its intention to exercise the above rights. The Seller shall not bear any liability, including liability for damages incurred by the Buyer in connection with the exercise of these rights.
6. In the event of a delay in payment of any of the amounts due from the Buyer to the Seller under the sales contract, exceeding 14 days, the Seller may withdraw from the sales contract at his choice, in whole or in part, without a need of setting an additional deadline for the Buyer to fulfil his payment obligation. In the event of exercising the right to withdraw from a given sales contract pursuant to this section, the Seller shall have the right, within 90 days of the date of such withdrawal, to also withdraw from other contracts concluded with this Buyer, unless they are paid in full before the submission by the Seller of a notice of its intention to withdraw from the contract. In each of the events of withdrawal from the contract, the Buyer shall be obliged to pay the Seller all the costs incurred by him so far in relation to the performance of such contract. This shall apply to, in particular to: the costs of ordered materials, the costs of production in progress and the price of the finished Products. § 4 shall apply to the delivery of the above materials and finished and unfinished Products. The Parties may also set other settlement conditions in writing or by e-mail.
7. In the case of sales on instalments, a failure to timely pay one of the instalments shall result in immediate maturity of the remaining part of the amounts payable.
8. If the Parties agree on the prepayment in the sales contract, the Seller shall refrain from commencement of the performance of such contract until the prepayment is made by the Buyer and credited in the Seller's bank account. In this case, the deadline for delivery of the Products shall start to take its course on the day following the crediting of the payment in the Seller's bank account.
9. If the Parties agree on a credit limit, after exceeding the same, the Seller may refuse to conclude the sales contract, and if it is concluded - refrain from the commencement of its performance. In the latter case, the Seller may also withdraw from the sales contract at its choice, in whole or in part, without a need of setting an additional deadline for the Buyer, within 90 days of the date of exceeding the credit limit. If the Seller fails to exercise this right, the period of delivery of the Products shall be extended by the period of suspension of performance of the contract plus 10 business days. The credit limit shall cover the sum of the Buyer's mature and non-mature obligations towards the Seller.
10. In the event that the Buyer fails to establish the security of the Seller's claims agreed by the Parties, the Seller may refuse to conclude the sales contract, and if such contract is concluded - refrain from the commencement of its performance until the Buyer establishes the agreed security. In the latter case, the Seller may also withdraw from the sales contract at its choice, in whole or in part, without a need of setting an additional deadline for the Buyer, within 90 days of the date of a delay in the establishment of the security. If the Seller fails to exercise this right, the period of delivery of the Products shall be extended by the period of suspension of performance of the contract plus 10 business days.

## § 4

### DELIVERIES

1. If the place, method or date of delivery are not agreed at the time of conclusion of the sales contract, the Parties shall agree thereon in writing or by e-mail.
2. The release of the Products shall be each time confirmed by a control document and a WZ document bearing legible signatures providing for the identification of the signatory and - if possible - bearing the Buyer's seal. If the order is performed in several batches, this confirmation shall apply to each of the batches performed separately.
3. Prior to the signature of the control document or the WZ document, the Buyer or an active person at the place of delivery shall be required to check the Products in terms of their quantity and quality. The batch of Products delivered with packaging/racks shall be considered to be accepted without objections as to the quantity and without visible damages/defects after the signature of the control document or the WZ document by the Buyer or an active person at the place of delivery. In the absence of an active person at the place of delivery, it shall be considered that the Buyer has not received the Products for the reasons attributable to him and the provisions of section 9 below shall apply. The procedure for handling returnable packaging/racks shall be governed by § 5 of the GTCS.
4. Quantity shortage in the delivery compared to the delivered transport documentation, as well as all visible damages/defects of the Products must be reported at the time of handing over the batch of Products, by making an appropriate entry in the control document or the WZ document or otherwise there will be no entitlement to refer to them on a later date.

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5. The quality acceptance of the delivered batch of Products with regard to invisible defects, must, under the pain of being deprived of the right to rely on them later, be made within 21 days of the date of delivery of the Products to the Buyer or an active person at the place of delivery, and if the assembly of the Products takes place before the lapse of 21 days from the day of their hand-over - not later than before the commencement of the assembly.
6. Deliveries shall be made by means of the Seller's own transport or using external companies. The Parties may also agree on their own collection of the delivery at the Buyer's expense, at the Seller's production plant.
7. In the case of transport carried out by the Seller or an external company indicated by the Seller, the Seller shall bear the risk of damage and loss of the Products until the moment of commencement of their unloading by the Buyer. From the moment of unloading, the above risk and liability for the Products shall pass to the Buyer. In the event of transport by the Buyer or transport carried out by the Seller using an external company indicated by the Buyer, the risk of damage and loss of the Products shall pass to the Buyer at the time of their loading onto the Buyer's vehicle or vehicle of the third party selected by the Buyer.
8. If the Buyer fails to collect the Products which the Seller is ready to deliver to him outside the Seller's production plant, the Buyer may collect them at the Seller's plant. At the consent of the Seller, the Buyer may also request the Seller to arrange another transport of the Products. The costs of such transport shall be covered by the Buyer.
9. If the Products are not collected for 14 days from the collection date agreed in the sales contract (and therefore regardless of the arrangements made pursuant to section 8), the Seller shall call the Buyer to collect them within an additional 7-day period, and after an ineffective lapse of that period - shall issue a VAT invoice covering the price for the Products. The Buyer shall be obliged to pay this price regardless of the actual receipt of the Products. If the Buyer does not collect the Products within 7 days of the date of issuing the VAT invoice referred to above, the Seller may destroy the uncollected Products, and the Buyer agrees thereto. The destruction of the Products does not release the Buyer from the payment of the price for them.
10. Notwithstanding the provisions of section 9, if the Buyer's failure to timely collect the Products is due to the circumstances attributable to the Buyer, and the delay in collection lasts longer than 14 days, the Seller shall have the right to charge the Buyer with a contractual penalty of 2% of the gross price for such Products for each day of delay in collection.

## § 5

### TRANSPORT PACKAGING

1. While making the deliveries, the Seller shall use packaging which is used to transport the Products to the Buyer. The packaging shall constitute the property of the Seller and shall be returnable, within 10 business days of the date of delivery unless the Parties decides otherwise.
2. The Buyer or an active person at the place of delivery, collecting the Products delivered on returnable steel racks, shall, by means of a legible signature providing for the identification of the signatory, confirm the acceptance of the racks on the WK document concerning such racks provided with a given delivery, indicating their quantity. The WK document concerning the racks shall specify their value which shall form the basis for the settlement referred to in section 4.
3. The Buyer accepting the steel racks which are subject to return undertakes to take care of their technical condition and shall be responsible for their loss, damage or destruction.
4. In the event of loss, damage or destruction of a steel rack, the Buyer shall pay the Seller the amount indicated in the WK document concerning such rack, and if it is not indicated or there is no WK document for the rack - the amount corresponding to the price of a new rack, within 7 days of the delivery of the relevant invoice.
5. The Seller shall collect the racks at his own expense from the places to which they have been delivered, after the Buyer declares his readiness to return them and the Parties agree on the date of their collection, referred to in section 1, taking into account the place and method of collection, and the time required to arrange the collection. In the event of a change of the storage location of the racks or if the loading of the racks requires specialized equipment (HDS, crane), the Buyer shall be obliged to inform the Seller thereof when reporting readiness for their collection. The Buyer shall be obliged to load the racks at his own expense. The Seller shall have the right to charge the Buyer with the costs of transport from a place other than the place of delivery, as well as the costs of loading the racks using specialized equipment. If the racks are not handed over within the agreed time, the Buyer shall be obliged to pay a contractual penalty to the Seller to the amount of PLN 50 for each day of delay, for each unreturned rack, not higher however than the value of unreturned racks.
6. In the event that the Seller comes to the Buyer within the agreed period referred to in section 5 for the purpose of collecting the racks, and the racks are not collected due to the fault of the Buyer, in particular due to the fact that the racks are missing, that they are not emptied of the goods or it is not possible to load them by the Buyer, and if the

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Buyer fails to inform the Seller thereof according to section 5, the Seller shall have the right to charge the Buyer with all the costs of an unsuccessful collection attempt, irrespective of the Buyer's obligation to pay the contractual penalty referred to in section 5.

## § 6

### THE QUALITY OF PRODUCTS AND GUARANTEE

1. The Parties mutually agree that the Products covered by the contract shall be prepared and manufactured with due diligence, in accordance with the applicable requirements of the harmonized Standards, and according to the Seller's Company Standard (CS).
2. Declarations of performance issued by the Supplier as the manufacturer of the Products at the Recipient's request, may be delivered electronically or in a paper.
3. The Seller shall provide the Buyer with a quality guarantee for the sold Products, subject to the terms described in the General Terms and Conditions of Guarantee (GTCCG).
4. GTCCG, including the claims form, are available for downloading at <http://www.wutkowski.com.pl>, and, at the Recipient's request, may be delivered electronically or in a paper form. <http://www.wutkowski.com.pl>.

## § 7

### SELLER'S LIMITED LIABILITY

1. The Seller shall be liable only for the proper performance of the sales contract and within the limits of the actual loss incurred by the Buyer as a result of non-performance or improper performance of such contract by the Seller. The Seller shall not be responsible for lost profits of the Buyer. Any liability of the Seller under a given sales contract shall be limited to the price of the Products resulting from the given sales contract, unless stipulated otherwise under the mandatory provisions of law.
2. The Seller shall not be liable for failure to meet the delivery deadline in the following cases:
  - a) delays in the Buyer's submission of complete information necessary for the proper and timely performance of the contract by the Seller;
  - b) delays in the delivery of components/materials required to manufacture the Products, which are beyond the control of the Seller;
  - c) machinery failure or lack of electricity supply;
  - d) imposition of a restriction related to road traffic of vehicles whose GVW (gross vehicle weight) exceeds 3.5 tonnes or a need of making a delivery using a specialized vehicle adapted to the transport of bulky goods;
  - e) the Buyer's failure to comply with the relevant provisions of the GTCS;
  - f) those specified in § 3 sections 5, 9 and 10;
  - g) if the failure to meet the deadline is a result of force majeure or other circumstances for which the Seller is not responsible, provided that the Seller shall immediately inform the Buyer of any delay in comparison with the contractual deadline.
3. The Seller shall not be liable for the Buyer's choice of given glass for a specific purpose, even if the Buyer has informed the Seller of this purpose. The Seller shall not carry out static calculations. The Buyer should confirm the suitability of the glass for a specific purpose with an authorized designer. Related deficiencies may not form the basis for any claims against the Seller. The Buyer shall bear full responsibility for the way the Products are used.
4. The Seller shall not be responsible for the shade and other physical properties of the Products delivered during the next delivery which, due to the used components and the passage of time, may differ from the Products delivered under previous deliveries. The own colour of the glass depends on: the composition of the mixture, the used raw materials, the glass production process and the thickness of the glass.
5. The Seller shall not be liable for mechanical, chemical and other damages caused by external factors which arise during the storage of the Products by the Buyer, their assembly or during their use, unless such damage arises as a result of a defect inherent in the sold Product. In the latter case, the Seller shall bear liability only under the guarantee referred to in § 6 section 3.
6. The Seller shall not be liable for the consequences of using unsuitable installation and assembly materials, such as silicones, adhesives, which may enter into a chemical reaction with the elements of the Seller's Products. At the request of the Buyer, the Seller shall provide the Buyer with information on the type of materials used by him for the production of the ordered Products which may enter into such reaction.



7. The Parties exclude the Seller's liability towards the Buyer for damages caused to third parties by the Products manufactured and delivered by the Seller. The Buyer shall also be obliged to release the Seller from any claims of third parties against the Seller for liability for a dangerous product.
8. Apart from the claims deriving directly from the GTCS, the Buyer shall not be entitled to any further claims against the Seller, unless required otherwise under the mandatory provisions of law.
9. Technical documentation in the form of designs, drawings, photos, etc., provided by the Seller to the Buyer, shall constitute the property of the Seller. These materials are intended solely for the use of the Buyer, to the extent specified by the Seller, and their disclosure to third parties shall require the prior consent of the Seller expressed in writing under pain of nullity. In the event of unauthorized disclosure of the documentation, the Seller may require the Buyer to pay a contractual penalty to the amount of PLN 5,000 for each breach, separately for each document. The Seller shall have the right to demand compensation exceeding the contractual penalty if, after the payment thereof, his damage has not been fully repaired.
10. The Parties exclude the Seller's liability under the warranty for defects of the sold item.

## § 8

### FINAL PROVISIONS


1. All statements and correspondence between the Seller and the Buyer related to the conclusion, performance, amendment to and termination of the sales contract or withdrawal therefrom shall be made only in writing or by electronic mail sent to the electronic addresses indicated by the Parties at the time of conclusion of the contract, or at the addresses indicated in the National Court Register or the Central Register of Business Activity (CEiDG). The Parties shall be obliged to inform each other about a change of their mailing address or e-mail address in writing or by electronic means. Correspondence sent to the current e-mail address or to the postal address indicated in the National Court Register or CEiDG shall be considered as effectively delivered.
2. These GTCS, as well as the Accompanying Documents, may be amended by the Seller. Archival versions of the GTCS and the Accompanying Documents, together with their dates of their validity and a possibility of their downloading are available at <http://www.wutkowski.com.pl>. Amendments to the GTCS shall apply to the Buyer who has concluded a sales contract based on the new GTCS, unless the Parties agree otherwise in writing or by e-mail.
3. The Parties shall try to resolve amicably any disputes which may arise in connection with the co-operation in the field of sales contracts, in particular regarding the conclusion of the contract, determining its content, amending the contract, its performance, termination or cancellation, as well as damages due to non-performance or improper performance of the contract, and if this is not possible - such disputes shall be settled by a common court having jurisdiction over each registered office of the Seller or a common court having jurisdiction over the city of Elbląg.
4. In matters not governed herein, the relevant provisions of the Polish law shall apply, including, in particular, the provisions of the Civil Code regarding sales contracts.
5. The law governing these GTCS and sales contracts between the Parties shall be the Polish law.



# Wutkowski

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