

Kraków, 2016-01-04

GENERAL TERMS AND CONDITIONS OF SALES



Version 6/04/01/2016

I. General Terms and Conditions

1. Under agreements concluded with foreign partners, we act as a go-between in selling their products or we resell products previously bought from them, and we offer certain services to be provided independently or in collaboration with foreign partners.
2. Our sales offers to sell products and provide services are based on the terms and conditions described below (hereinafter referred to as the "GTCA") unless the parties have made other arrangements in writing.
3. These GTCA apply to all relations between us and the client to regulate the rules for our mutual collaboration.
4. Any provisions amending the contents of the GTCA shall be binding on us only if we have confirmed them in writing.
5. Documents we attach as well as any illustrations, brochures, drawings, compilations and information on dimensions, weights and parameters relating to specific products/technological solutions are reliable only roughly, subject to the right to make any technical changes, unless they have been defined expressly as binding. We reserve the copyright on them.

II. Method of Agreement Conclusion

6. The basic method of how an agreement may be concluded shall be the offer mode which involves determining all the essential provisions of the agreement based on:
 - a) An offer we make to the client;
 - b) An order placed with us by the client;
 - c) An order confirmation we give to the client.
7. Another equivalent method of concluding the agreement is signing an agreement document in the presence of both parties' representatives, after all the essential elements of the mutual considerations on both sides have been determined, or based on an offer we have previously sent to the client which shall give the basic scope of performance.

III. Performance Dates (Product Supply or Service Provision)

8. The performance date (product supply or service provision) indicated in the offer shall be binding on us unless we give another closest feasible date in the order confirmation sent immediately to the client.
9. Taking account of Section III.5 below, the performance date shall start only when the client provides the technical documentation required for fulfilling the order, completes all the necessary formalities and makes advance payments provided for by the agreement, and the completion of these shall be confirmed by us in writing or by e-mail or fax.
10. The performance date shall be considered as kept if we notify the client on its expiry at the latest, in writing or by e-mail or fax, that we are ready to ship the product or provide the service.
11. In the event of a delay in the performance on our part, the client shall be authorised to set an additional performance date to us. Such a date shall require our acceptance given to the client in writing or by e-mail or fax. Only if the obligation has not been met by us at the additional date, shall the client be authorised to renounce the agreement by making a written declaration in that respect. Such a declaration shall be effective upon our receipt of it.
12. The performance date shall be extended by the time when an obstacle to perform occurred that resulted from the acts of God, actions of offices, strike, lockout, risk of war, breakdown or impediments in the foreign partner's or client's plant or in traffic, personnel shortages, depletion of raw materials or production materials and if unforeseen circumstances have emerged that did not occur for reasons attributable to us and which have hindered seriously or prevented completely the performance to us and to our co-operators. Should such an obstacle last more than three months, both parties shall be authorised to renounce the agreement in full or in the part of the non-performed obligation, and the client shall get such a right only after an additional date has been set to us and the date shall be subject to our acceptance made in writing or by e-mail or fax. If the client renounces the agreement, we shall not be liable for any damage resulting from the non-performance of the obligation unless the damage resulted from our deliberate action or as a result of our gross negligence. The provisions of Section V.3 sentence 2 shall apply accordingly.
13. The client shall not be entitled to any compensation for the delay in meeting the obligation.

IV. Prices and Payments

14. Unless agreed on otherwise, our “Price” shall be the price of the products or services we offer, indicated in the offer in in the order confirmation (a price indicated in the document with a later date is decisive), increased by the VAT and the costs of packing, insurance, transport and other additional services necessary to perform the agreement. Our price calculated in the manner as above shall be included in a VAT invoice/VAT invoices (in the event of a payment by instalments method) issued by us. If any price component is set in a foreign currency, its value shall be converted into the Polish currency as per the selling rate of the foreign currency applicable at Alior Bank SA on the date when the VAT invoice was issued.
15. Unless agreed on otherwise, the client should pay the price in three equal instalments, the first one within 3 days of the delivery to the client of the order confirmation; the second one within 3 days of the notification of readiness for performance (readiness to send the product or provide the service); and the third one within 14 days of the date when the product was sent or the service was provided. Every part of the payment shall be documented by a separate invoice. In the event of a delay in payment, we shall be authorised to add maximum statutory interest for each day of the delay, the amount of which corresponds on the date when the GTCA were signed four times the amount of the Lombard rate of the National Bank of Poland. A non-receipt of the invoice before the payment date set above shall not give rise to the client’s right to withhold the payment until the invoice is received.
16. The payment should be made in the European currency (Euro) to our bank account at Alior Bank SA, number 45 2490 0005 0000 4600 1423 8149, unless the client has received our consent confirmed by fax or e-mail sent for this purpose to make the payment in a foreign currency to a separate bank account indicated for this purpose.
17. If the client delays the payment of any of the instalments, apart from interest due, we reserve the right to pursue claims related with the damage resulting for us for this reason.
18. We receive bills of exchange and cheques only as part of the payment and after a prior written arrangement only. The payment by a bill of exchange shall not be considered as a cash payment and shall not give any right for discounts. Discount charges and payments on bills of exchange shall be borne by the client. Please forward bills of exchange to our company only, at our address.
19. The client shall not be authorised, in particular if product defects occur, either to withhold the payment or to deduct its amounts due from ours which result from the performance of the agreement unless they have been acknowledged by us in writing or adjudicated by a binding court decision.
20. We reserve the right to change the price in PLN if there has been a significant increase in the selling rate of EUR or another currency in which the client’s order value was determined. We understand the significant increase in the currency selling rate as the increase by 5%.

V. Risk Transfer; Liability due to Non-performance/Improper Performance of the Agreement

21. The risk of loss, damage or destruction of the product shall pass on the client—at the latest—upon giving the product by us or from the foreign partner's warehouse personally to the client or in the event of the product delivery through a shipping or forwarding company upon giving the goods to the company's representative or employee. If the delivery has not been made for reasons attributable to the client, the risk shall pass on the client upon the notification by us or by the foreign partner of the readiness for performance (readiness to send the product). In such a case, the product ready for shipment shall remain in the manufacturer's warehouse or with us, and the client shall bear the related costs and risk. The payment date shall not change despite the failure to receive the goods by the client.
22. We shall not bear responsibility for any property damage, including damage to property or to persons which has occurred after the goods were given by us or from the foreign partner's warehouse, taking account of Section V.3 below. a) We shall not bear responsibility for any damage resulting from the non-performance of the obligation, improper performance of the obligation, including the delay in the performance of the obligation, except those being the consequence of our wilful action or gross negligence. Each time, our responsibility shall be limited to the value of the actual damage (it does not include loss of any profits) and simultaneously it may not exceed the sum of our insurance, reduced by the deductible.

VI. Reservation of Ownership

23. The products we have delivered shall remain our property until the payment for them has been made in full and any liabilities, both current and future, to which we are or will be entitled in relation to the client have been met. The client may not dispose of the goods until the ownership has passed on it.
24. Until all the claims under the agreement have been satisfied or secured, we are entitled to the right of retention and the right of pledge resulting from the agreement in relation to the products which are the subject of the delivery.
25. If the client were to dispose of the product despite the ban established in Section VI.1 above, it shall be obliged to give to us all the benefits it has gained or will gain on this.

VII. Termination; Payment Default; Renouncement and Client's Insolvency

26. Upon the client's written request which we have approved, it is possible to terminate the agreement under terms and conditions agreed on mutually between the parties.
27. If the client delays the payment or if a bill of exchange or cheque has not been bought out in the payment date, we may request from the client as security the return of the product we delivered on site without renouncing the agreement until the client makes the payment in full for the product we delivered/the service we provided. The costs of returning the product or providing it again after the payment has been made in full shall be borne by the client. The client shall bear the risk of product loss, damage or destruction until the client has the receipt of the product confirmed at the place we indicate.
28. Notwithstanding the right stated in Section VII.2 above, in the event of the client's late payment or delay in buying out the bill of exchange or cheque, we may renounce the agreement. The renouncement shall give rise to legal effects upon the client receiving from us a written declaration on this. In the event of the renouncement, we shall have the right to claim from the client for the immediate return of the delivered product/things intended to provide the service. Furthermore, we shall have the right to pursue a monetary claim for the remedy of the damage due to the non-performance of the obligation, including for the return of the costs of the delivery and receipt of the product we bore, the amount of which—regardless of the amount of losses or costs we bore due to this—shall not be lower than 10% of the order value (converted in the case of an order in a foreign currency into the Polish currency as per the selling rate of the foreign currency applicable at Alior Bank SA on the date when we made the declaration on renouncing the agreement).
29. If the client's situation has deteriorated considerably after the agreement was concluded, which would threaten with the non-payment to us, or generally if the client has withheld the payment to us, or if an arrangement or bankruptcy procedure has been initiated towards its assets, or if the client is in the liquidation phase, we shall be authorised to renounce the agreement or make its continuation of the current delivery/service or delivery/service planned in the future, at our discretion, conditional on making an advance payment or securing the payment in another manner indicated by us. Section VII.3 sentence 3 shall apply accordingly.
30. In cases listed in Section VI. 4, client's any other obligations towards us should be paid immediately and any agreements for postponing the payments shall become non-binding.
31. If the client fails to:
- Keep the date agreed for receiving the products or services, or
 - Meet the necessary conditions for receiving them, or
 - Accept any part of the delivery,
- we shall be authorised to renounce the agreement without setting an additional date for the client and to

claim from the client compensation for the damage resulting from the non-performance of the obligation on its part. At our discretion, the renouncement may apply to the entire agreement or to the part of the agreement for which the client has failed to meet its obligation and for the remaining part of the agreement so far outstanding.

VIII. Price Variability Clause

If we are forced to raise generally our prices for the products we deliver or the services we provide due to changed circumstances or if such a situation affects our foreign partner, we shall be authorised to claim from the client an additional payment within the limits of the rise we have introduced, also for the transactions already made, or to renounce the agreement. On its part, the client shall have the right to renounce the agreement if it does not agree to the rise. This Price Variability Clause shall not apply to orders approved within 6 weeks of the date when the agreement was concluded unless our prices or the foreign partner's applicable prices rise within this period by more than 20%.

IX. Warranty and Guarantee

32. We shall not bear any responsibility due to the warranty for physical or legal defects of the products delivered or services provided.
33. We ourselves do not provide any guarantee for the products delivered or services provided. If any, the guarantee for the products delivered or services provided is provided by the manufacturer only, most often by our foreign partner, according to the procedure it follows. The guarantee document from the manufacturer is delivered by us or by the manufacturer itself along with the product or upon providing the service, provided that the guarantee for the product/service has been anticipated at all. Any disputes arising out of the fulfilment of claims under the guarantee shall be resolved directly between the client and the guarantor without our participation.

X. Final Provisions

34. The place of the performance of the obligation shall be the place indicated in the client's order and in its absence the place shall be the client's registered office.
35. The court competent to settle any disputes is the court with jurisdiction over our company's registered office.
36. Any correspondence with the client shall be sent by us in a manner specified above or in its absence by fax, e-mail or post to the number or address stated in the order by the client. Any changes in the scope of the information as above or the occurrence of temporary disruptions in communication shall be

notified in writing or else shall be null and void. Otherwise, the correspondence we send shall be considered as delivered.

37. This document constitutes an integral part of the agreement concluded with the client in the scope not provided for by it unless the agreement expressly provides for otherwise.
38. The provisions of the Civil Code shall apply in issues not provided for by the agreement.
39. Any amendments to this document shall be included on www.grupa-wolff.com or else shall be null and void.
40. These GTCA have been adopted and signed on 4 January 2016 and published on www.grupa-wolff.com. They shall apply to any agreements concluded with clients as from the date when they were published on the website as above. General Terms and Conditions of Sales previously applicable shall apply to agreements concluded before that date.



GRUPA WOLFF
spółka z ograniczoną odpowiedzialnością Sp. K.
31-354 Kraków, ul. Pasternik 94A
tel./fax 12 632 81 41
REGON: 351258092
NIP: 679-22-53-664 (01)

