

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **§1**

#### **GENERAL PROVISIONS**

1. The General Terms and Conditions of Sale, hereinafter referred to as the GTCS, shall apply to all contracts for the sale of goods concluded between the Seller, W2 Włodzimierz Wyrzykowski with its registered office in Kruszyn Krajeński (86-005), ul. Ceramiczna 1A, NIP: 9531801619, REGON: 092382671, and the Buyer who is an entrepreneur. However, if the Buyer is a natural person running business activity, GTS are applicable only if the contract being concluded is of professional nature for the Buyer within the meaning of the Act on Consumer Rights.
2. The GTCS shall be an integral part of all sales contracts concluded with the Seller, and any exceptions to the application thereof shall be agreed in writing under pain of invalidity. If the Parties have agreed other terms and conditions of cooperation in writing, they shall take precedence over the GTCS.
3. Information on the application of the GTCS is posted on the Seller's website at <https://w2.com.pl/en/download/>. The placing of an order by the Buyer shall be tantamount to the Buyer accepting the GTCS. It shall be unacceptable for the Buyer to make any changes to the GTCS while placing an order.
4. The Buyer shall accept these GTCS in their entirety and waive the application of the Buyer's own general terms and conditions of cooperation. If the Seller and the Buyer maintain regular business relations, the acceptance of the GTCS with the first order means that the GTCS shall apply to all subsequent sales contracts until the GTCS are amended.
5. The Buyer declares that all orders and authorisations for persons to collect the goods submitted in accordance with the GTCS shall be considered its own actions, and the Buyer shall assume full responsibility for them.

### **§2**

#### **RULES GOVERNING THE CONCLUSION AND IMPLEMENTATION OF SALE CONTRACTS**

1. The sales contract is concluded by the Buyer placing an order by e-mail and accepting of the order by the Seller. The order should include a detailed specification of the ordered goods, quantity and suggested date and place of delivery, together with an indication of the name, surname, telephone number of the person authorized to receive the delivered goods.
2. The Seller confirms acceptance of the order via e-mail immediately, but no later than within 3 working days from the date of order placement, indicating the website address where GTS are placed.
3. The Seller shall not be responsible for any consequences of an order that has been incorrectly placed by the Buyer, in particular for irregularities causing a delay in the processing of an order and failure to deliver the goods ordered.
4. All technical information regarding the goods and their prices, which is presented in the Seller's advertising materials or catalogues, is indicative only and is not an offer.

5. The price of the goods shall be determined on the basis of the prices charged by the Seller on the date of the order. Any rebates, discounts, etc. shall be agreed by the Parties on a case to case basis.
6. The costs of delivery to the Buyer and additional services shall be determined on a case to case basis when placing an order. Any other costs that may arise during the processing of the order, such as the transhipment of goods, additional insurance or other additional fees, shall be charged to the Buyer.
7. The goods may be delivered to the Buyer by transport organised by the Buyer or the Seller.
8. The cost of transport shall be added to the order and included in the sales document.
9. Any changes to the order requested while the order is being processed shall require the express consent of the Seller.
10. Order may be withdrawn in whole or in part by the Buyer only with the express consent of the Seller. In the case of consent to the above, the Buyer may be obliged to cover any costs incurred by the Seller related to the implementation of this order.
11. It shall be possible to place orders with a deferred period for completion, not longer than 3 months from the date of the order.
12. The Seller shall only be bound by the delivery date if the Seller expressly confirms it. The Buyer shall be required to collect the goods on the agreed date.  
The agreed date of delivery of the goods shall be extended by the duration of the obstacle caused by circumstances beyond the control of the Parties, including in particular: the untimely delivery of raw materials by the Seller's suppliers, force majeure events which are construed by the Parties as a sudden and unforeseen event that prevented the completion of the order, such as: strikes, floods, fires, power cuts, government actions (prohibitions and orders). The Seller shall inform the Buyer of the occurrence of the circumstances referred to above. Failure to meet the delivery date by the Seller for the above mentioned reasons shall not constitute circumstances that entitle the Buyer to claim compensation for damage resulting from non-performance or untimely performance of the contract.
13. In the case of the delivery of goods via a courier company, the date of receipt by the Buyer of the shipment with the goods shall depend on the delivery dates specified by the courier company. The Seller shall not be responsible for any delays in the delivery of goods, damage, destruction or loss of the goods, after the Seller has entrusted the goods to the courier company.
14. In the case of non-performance of the contract or late delivery for reasons other than those specified in paragraph 13, the Seller shall be liable only for actual damage caused to the Buyer through intentional fault and only up to the value specified in the sales contract. Seller shall not be liable for profits lost by the Buyer.
15. The place of performance shall be the place indicated by the Buyer in the order. Once the goods have been released to the person authorised by the Buyer to collect them, the benefits and burdens related to the goods and the risk of accidental loss or damage shall be transferred to the Buyer.
16. In case of several unsuccessful attempts to deliver the shipment to the address indicated by the Buyer and thus its return to the Seller:
  - a) The Seller has a right to charge the Buyer with additional transport costs resulting from the price list of a courier company;
  - b) The parties agree again on the conditions of collection/delivery of the shipment.
17. The Seller shall issue a VAT invoice to the Buyer specifying the date and method of payment for the goods ordered.



18. The date on which the funds are credited to the Seller's bank account stated in the invoice shall be considered the date of payment.
19. In the event of a delay in payment, the Seller shall have the right to charge statutory interest for delay in commercial transactions, and the execution of pending and subsequent orders may be suspended by the Seller until the outstanding amounts, including interest due, are paid.

### §3

#### INTRA-EU SUPPLY OF GOODS

Buyers established in other European Union countries are required to provide the European VAT registration number in order to make a purchase with a 0% value added tax rate. If the Seller does not receive such a confirmed number from the Buyer, and confirmation of receipt of the goods, the Seller shall issue an invoice including the Polish value added tax (VAT) charged at the current rate. The Buyer may be charged with the Polish value added tax (VAT) if the Buyer fails to present the validity of the European VAT registration number as at the date of conclusion of the contract with the Seller, and if this number is not valid as at the date of delivery of the goods. The Buyer shall be charged with the Polish value added tax (VAT) also in the event that the Buyer transports the goods outside of the territory of Poland on its own, and fails to provide the Seller with a confirmation of the export of the goods to another country of the European Union.

3

### §4

#### COMPLAINTS AND LIABILITY FOR DEFECTS

1. The Buyer shall be required to inspect the goods delivered in terms of quantity and quality immediately after receiving them.
2. The Seller shall not be responsible for any damage caused when unloading the goods.
3. The Buyer shall be required to report any non-conformity of the goods in terms of quantity, compliance with the order or quality, and attach the appropriate photographic documentation within 5 business days from the date of receipt of the goods, to the following e-mail address: [support@w2.com.pl](mailto:support@w2.com.pl), otherwise the Buyer will lose the rights under the statutory warranty.
4. If the Buyer receives a shipment in a condition indicating mechanical damage during transport, it should be checked in the presence of the courier and a report describing the damage should be drawn up. Only such a report signed by the carrier shall be the basis for filing a complaint.
5. When processing complaints, the Seller shall verify their legitimacy based on the applicable technical standards. The Seller may refuse to recognise the complaint when the goods have been inappropriately used by the Buyer.
6. The Seller shall be required to resolve the complaint within 14 calendar days from the date of receipt of a complete letter of complaint.
7. Until the complaint is finally resolved, the Buyer shall be required to store the goods under complaint in a proper manner to prevent any damage, and make the goods available to the Seller.



8. If the complaint is found to be legitimate in terms of quality, the Seller may remedy the defect or replace the product with a defect-free product or reduce the price of the product. The decision shall be made by the Seller in consultation with the Buyer. The above-mentioned resolution of the complaint shall prevent the Buyer from pursuing other claims.
9. Filing a complaint about the goods shall not entitle the Buyer to suspend payments for deliveries which have been completed.
10. Acceptance of this complaint handling procedure by the Buyer shall be tantamount to waiving the right to set off the Buyer's claims.
11. The Seller's liability for damages caused by defects, when rights under the statutory warranty are exercised, shall be excluded under Article 558 of the Civil Code.

## §5

### CONFIDENTIALITY

The Seller guarantees that all information obtained during or in connection with the actual or planned cooperation with the Buyer shall be treated as confidential. At the same time, the Buyer shall agree to keep all confidential information provided to the Buyer secret and use it only for the purposes related to the cooperation with the Seller, in particular the Buyer shall not disclose such information to any third parties. The confidentiality obligation shall only be waived in writing, under pain of invalidity.

4

## §6

### PERSONAL DATA PROTECTION

1. W2 Włodzimierz Wyrzykowski with its registered office at: ul. Ceramiczna 1A, Kruszyn Krajeński (postal code: 86-005), telephone: 52 522-32-38, e-mail address: [biuro@w2.com.pl](mailto:biuro@w2.com.pl), is the Controller of the Buyer's personal data.
2. Your personal data will be processed for the following purposes:
  - 1) to conclude and perform this contract;
  - 2) to keep the Controller's accounting books;
  - 3) to send information about the Controller's offer, make analyses and keep statistics;
  - 4) to establish, pursue and defend against claims.
3. The legal basis for the processing of your personal data is:
  - 1) the need to process these data to conclude and perform this contract (Article 6(1)(b) of the GDPR);
  - 2) to fulfil the legal obligation imposed on the Controller, namely to keep the accounting books and to make tax settlements (Article 6(1)(c) of the GDPR);
  - 3) to pursue the Controller's legitimate interest, namely to inform about the Controller's offer and to establish, pursue and defend against claims (Article 6(1)(f) of the GDPR).
4. The recipients of your personal data will be: authorised employees of the Controller, entities conducting postal or courier activities, business partners of the Controller, banks, state authorities or other entities authorised by law, other entities providing services to the Controller (in particular IT and technical support services, cooperating law firms and tax offices).



5. Your personal data will be retained for the period necessary for the implementation and settlement of cooperation and until the expiry of the periods prescribed by law, namely the expiry of the limitation period for tax liabilities related to accounting documentation and the limitation of claims under civil law.
6. You have the right to access, rectify or delete your data, or limit their processing, the right to transfer data and the right to file a complaint with the supervisory body, which is the President of the Office for Personal Data Protection. If the legitimate interest of the Controller is the basis for the processing of personal data, you also have the right to object to the processing of personal data at any time. Providing data is a condition for concluding the contract, and failure to do so will result in the inability to conclude and perform such contract.
7. Your data are not subject to automated decision-making, including profiling, and your personal data will not be transferred to any third country or international organisation.

## §7

### MISCELLANEOUS

1. Legal relations with the Buyer shall be governed solely by Polish law.
2. The Seller and the Buyer shall seek to amicably resolve any disputes arising in connection with the performance of contracts covered by these GTCS. If the Parties are unable to resolve the dispute amicably, all disputes shall be resolved by the court having jurisdiction over the registered office of the Seller.
3. The assignment of rights under the contract concluded between the Seller and the Buyer shall be possible only with the written consent of the other Party.
4. The GTCS shall apply to orders placed on or after 30.05.2022.

5

Kruszyn Krajeński, May 2022