

GENERAL TERMS AND CONDITIONS OF SALE

§ 1

General provisions

1. The General Terms and Conditions of Sale define the rules of business cooperation and detailed terms of sale of the products offered by Warszawskie Zakłady Mechaniczne "PZL-WZM" w Warszawie Spółka Akcyjna (hereinafter referred to as WUZETEM), with its registered office at the address: ul. Piastowska 67, 05-850 Jawczyce, entered in the Register of Entrepreneurs of the National Court Register for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under number KRS 0000320810, NIP 5250000860, REGON 012078978.
2. The General Terms and Conditions of Sale (hereinafter referred to as the "GTCS"), constitute an integral part of the orders placed by the Buyer with WUZETEM.
3. Orders must be submitted electronically via e-mail to the address: zamowienia@wuzetem.pl
4. WUZETEM shall send to the Buyer, within 2 business days from the date of receipt of an order, via e-mail to the indicated e-mail address, the confirmation of acceptance of the order specifying the period for completion of the order. WUZETEM shall notify the Buyer via e-mail of the shipping of the order. In the event that it is not possible to complete the order within the period specified by WUZETEM, WUZETEM shall send a message to the Buyer to inform about the delay. In the event that it is not possible to complete all or part of the order within a foreseeable time, WUZETEM shall send information to the Buyer and request that the Buyer make a decision on how to proceed with the order (to divide or cancel such order).
5. For orders "paid in advance", the period for completion of the order shall be counted from the date the funds are posted to the bank account of WUZETEM.
6. The period for completion of the order shall run from the date of receipt of the order to its shipping from the WUZETEM warehouse. All periods are counted on the basis of business days. Orders placed on non-business days and weekends shall be forwarded for completion on the next business day. The period for completion of the order is indicative and may change in justified cases.
7. The Buyer may cancel an order placed with WUZETEM if the order does not have the "Picked", "Completed" or "Shipped" status yet. An order paid "in advance" may be cancelled until the order is actually paid.
8. If the funds have not been received in the bank account of WUZETEM, for orders "paid in advance", WUZETEM may cancel an order placed by the Buyer, within 7 business days from the date the Buyer is notified of the "Picked" status. It should be noted that the date the funds are posted to the bank account of WUZETEM shall be considered the date of their receipt.
9. If the Buyer places an order, this shall be tantamount to accepting the WUZETEM GTCS which are available on the website <https://www.wuzetem.pl> (section OFFER) and at the Buyer's request at the premises of Warszawskie Zakłady Mechaniczne "PZL-WZM" w Warszawie S.A.

§ 2

Offers and pricing

1. Offers, catalogues, price lists and other notifications regarding products offered by WUZETEM are provided for information purposes only and shall not constitute an offer within the meaning of the Civil Code. Product samples are sent by WUZETEM for reference only.

2. The Parties agree that the price list is subject to change. Information about the change of the price list shall be communicated to the BUYER 14 days in advance in writing, effective from the order placed by the BUYER after the date of introduction of the new price by the SELLER.
3. For an order placed by the BUYER after informing them about the price change but before the effective date the price change, the completion of the order at the old prices shall only apply to products that are in stock before the new prices are introduced. Any orders that have not been completed until the date of the price change due to shortages in the SELLER's stock shall be completed at the new prices or shall be subject to arrangements on a case to case basis.

§ 3

Terms of payment

1. Payment for the products delivered shall be made by the date, in the amount and in the currency specified in the invoice, by bank transfer to the account number stated by WUZETEM. For specific orders, completed by WUZETEM at the request of the Buyer, WUZETEM may require the Buyer to prepay the amount due, in part or in full.
2. For new Customers and certain existing Buyers, in order to secure the delivery, WUZETEM introduces the option of paying for the products ordered by 100% prepayment ("advance" payment) or securing the delivery by providing the Buyer with a bank guarantee, letter of credit or cash deposit. After receiving the payment for the proforma invoice, WUZETEM shall be required to issue the invoice within 7 days.
3. Objections to the invoice, if any, shall be reported by the Buyer no later than 14 days from the date of receipt of the invoice. After the lapse of this period, the invoice shall be deemed accepted without any objections.
4. The date the amount stated in the invoice is credited to the bank account of WUZETEM shall be considered the date of payment.
5. In the event of late payment, WUZETEM shall be authorised to claim, in addition to the principal amount and interest for delay (for entrepreneurs – interest for delay in commercial transactions), payable without additional prompt notes, reimbursement of any court fees, enforcement and legal representation costs. In addition, WUZETEM shall be authorised to claim reimbursement of costs related to the recovery of this amount and, in accordance with the Act of 9 April 2010 on the provision of economic information and exchange of economic data (Journal of Laws 2020.389, consolidated text of 2020.03.10, as amended), to notify Krajowy Rejestr Długów Biura Informacji Gospodarczej S.A. (*National Debt Register of the Economic Information Bureau Joint-Stock Company*).
6. The Buyer shall become the owner of the products upon full payment for the products ordered.

§ 4

Terms of delivery

1. WUZETEM shall make the products available to the Buyer under EXW JAWCZYCE (Incoterms 2020). Address: ul. Piastowska 67, 05-850 Jawczyce, Poland.
2. In each case, the Parties shall agree on the manner and date of collection of the products and the BUYER shall indicate the full name of the person authorised to collect the products via e-mail to the address: zamowienia@wuzetem.pl.
3. The products ordered may be delivered to the Buyer in a different manner, previously agreed with WUZETEM. Upon the release of the products, the risk of their accidental loss or damage shall pass on to the Buyer.

4. Deliveries shall be made via a courier or transport company. Shipping costs (including customs duties) shall be charged to the Buyer.
5. WUZETEM shall not be responsible for any delay in delivery or inability to complete the delivery (directly or indirectly) for reasons attributable to the courier or transport company, in particular such as: natural disasters, wars, acts of terrorism, accidents, explosions, nuclear accidents, failures of machinery and equipment, sabotage, strikes or other disruptions in the availability of manpower, official acts or omissions of state authorities, congested ports, shortage of supplies, equipment, fuel or power supply, significant shortage of means of transport, or any other reasons.

§ 5

Warranty and complaint

1. WUZETEM offers top quality Products which are manufactured from proven high-quality materials and with the use of modern technology.
2. WUZETEM assures that the Products offered and delivered by WUZETEM to the Buyer are brand new, have no physical or legal defects, have been made or manufactured in accordance with applicable laws or standards currently in force in the countries of the European Economic Area, including those related to safety for health or the environment, and have all clearances, approvals, certificates or safety data sheets prepared in accordance with applicable law, as required.
3. If any defects are found in the products or a complaint is received from the end buyer, the Buyer shall report this fact to WUZETEM and send the defective product to WUZETEM, at the Buyer's own expense. WUZETEM shall be required to inform the Buyer about the proposed method to handle the complaint within 14 days from the date of receipt of written information about the complaint, including details. For current warranty terms and conditions visit the website: <https://www.wuzetem.pl/jakosc>

§ 6

Traceability of the product

1. The Buyer declares that the Buyer shall ensure and maintain the traceability of the products sold. This means maintaining easy traceability of the full name and address of downstream purchasers of the product, product type, batch number and quantities sold.
2. The Buyer shall take appropriate steps to ensure that the above requirements are also met by the downstream distributors engaged by the Buyer.
3. The Buyer shall be responsible for providing both positive and negative feedback, suggestions and opinions regarding the products.

§7

Intellectual property rights

WUZETEM hereby claims that WUZETEM is and shall remain the sole owner of any intellectual property rights and any information, data or materials that have been made available to the Buyer, including, but not limited to: any specifications, technical documentation, technical, technological and economic/financial data, trademarks, utility models, industrial designs, sketches, drawings, designs, technologies, ideas, concepts, guidelines and recommendations to which the Buyer has obtained access. Therefore, the Buyer shall not acquire nor shall the Buyer have the right to pursue any claims or initiate any action against WUZETEM, in particular, aimed at obtaining by the Buyer, or any other third party, the right to any intellectual property rights of WUZETEM, in particular regarding products or their parts,

including obtaining a patent, protection right to a utility model, right to register an industrial design, priority right to obtain a patent, protection right or registration right or any other rights within the meaning of the Act on industrial property law of 30 June 2000, and other applicable laws and regulations. WUZETEM further claims that the activities carried out as part of the cooperation shall not be understood as the transfer of any rights or the grant of a licence or sub-licence to the Buyer or any third party, both within the meaning of the above-mentioned laws or regulations and within the meaning of the Law on copyright and related rights of 4 February 1994 or other laws or regulations.

§ 8

Confidentiality

1. Each Party shall agree to treat any information regarding the sales as confidential, including any business, technical, financial and operational information related to the other Party, provided or made available to that Party, its employees or representatives by the other Party for the purpose of placing an order and completing the sale, and any information constituting business secrets of each Party, within the meaning of the Act on combating unfair competition of 16 April 1993 (“**Confidential Information**”), and shall agree to use Confidential Information only to the extent necessary to complete the sale.
2. Each Party shall agree not to disclose to any person any Confidential Information of the other Party without the express written consent of that Party.
3. The obligation of confidentiality, referred to in paragraph 1, shall not apply to any Confidential Information that:
 - 3.1. has been published and made available to the public;
 - 3.2. has been known from another source authorised to disclose such information;
 - 3.3. has been developed by the receiving Party independently of any Confidential Information received from the disclosing Party, which is confirmed by written documents of the receiving Party;
 - 3.4. has been disclosed in accordance with the mandatory provisions of applicable law, court rulings or administrative decisions binding on the disclosing Party.
4. Each Party may disclose Confidential Information of the other Party to its employees, officers, representatives or advisers who need to know such information to fulfil the Party’s obligations, it being understood that each Party shall ensure that any of its employees, officers, representatives or advisers to whom the Party discloses Confidential Information of the other Party, has complied with the provisions of this Article 7 (*Confidentiality*).
5. The Party in breach of the obligation of confidentiality, referred to in this Article, shall be required to compensate the other Party for the damage suffered as a result of such breach.
6. The obligation of confidentiality, referred to in this Article 7 (*Confidentiality*) shall survive the completion of the order.
7. WUZETEM may disclose personal data to economic information bureaux (“business intelligence agencies”) to the extent necessary to check the standing and financial and economic credibility of the data subject or the entity represented by the data subject, before placing or during execution of an order, in particular to check entities against registers of debtors.

§9

Miscellaneous

1. In matters not covered by these GTCS, the provisions of the Civil Code and other provisions of applicable law shall apply.

2. Pursuant to Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) – hereinafter referred to as the Regulation, WUZETEM advises that the information from the personal data controller to the Buyer is posted on <https://www.wuzetem.pl/o-firmie/rodo>
3. The SELLER may disclose personal data to economic information bureaux (“business intelligence agencies”) to the extent necessary to check the standing and financial and economic credibility of the data subject or the entity represented by the data subject, before placing or during execution of an order, in particular to check entities against registers of debtors.
4. With the exception of orders, any statements, notifications and reports sent by WUZETEM and the Buyer, related to the execution of orders, must be made solely in writing or via e-mail. Subject to the foregoing, any notifications, statements and reports made in a different form shall be null and void.
5. WUZETEM and the Buyer shall seek to resolve any disputes arising in connection with the provisions of the GTCS on an amicable basis. If the Parties are unable to resolve the dispute on an amicable basis, the court having jurisdiction over the registered office of WUZETEM shall be competent to resolve the dispute.
6. The Buyer shall agree to immediately notify WUZETEM in writing of each change of its registered office or correspondence address. Failure to notify means that any deliveries to the addresses stated in the order shall be deemed effective.
7. Amendments to the GTCS shall be in writing, otherwise null and void.