



GENERAL TERMS AND CONDITIONS FOR THE WHOLESALE OF GOODS



wutkowski®
YOUR PARTNER IN GLASS



GENERAL TERMS AND CONDITIONS FOR THE WHOLESALE OF GOODS (GTC)

**OF “WUTKOWSKI” SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
WITH ITS REGISTERED OFFICE IN ŚLIWICE**

§ 1

GENERAL PROVISIONS

1. These General Terms and Conditions of Sales (hereinafter referred to as “GTC”) lay down the rules of cooperation in respect of sales and delivery of goods sold by “WUTKOWSKI” spółka z ograniczoną odpowiedzialnością with its registered office in Śliwice, ul. Szklanych Domów 1 (hereinafter referred to as “Seller”), and purchased by an entrepreneur within the meaning of the Civil Code (hereinafter referred to as “Buyer”), as well as the rights and obligations of the parties to such sales agreements. These GTC shall not apply to matters governed under the Seller's General Terms and Conditions for Sales of Processed Glass.
2. The GTC shall constitute an integral part of any offer, price list, cooperation agreements, and any sales agreement entered into by the Seller. However, should the Parties agree on their rights and obligations in the form of a separate written agreement – the provisions of such a written agreement shall apply in the first place, and the provisions of these GTC shall apply only in the scope not governed thereunder.
3. To the extent described in paragraph 1, any contractual standards employed by the Buyer, including general terms and conditions and internal regulations, shall not apply.
4. Within the meaning of the GTC, a sales agreement consists of the following documents: 1) the GTC, 2) a Seller's offer or a price list agreed between the Parties, and an order placed by the Buyer, and 3) further arrangements between the Parties made in line with the GTC.
5. The GTC are available for downloading on the following website: <http://www.wutkowski.com.pl> and can be made available to the Buyer electronically or in hard copy on request.
6. Advertisements, communication, information materials, brochures, catalogues, price lists, and other information concerning the goods and presented by the Seller are for reference purposes only and do not constitute an offer within the meaning of the Civil Code, unless the Seller has explicitly specified otherwise.

§ 2

CONCLUSION OF A SALES AGREEMENT

1. A sales agreement may be entered into as described in paragraph 2 or paragraph 3 below.
2. A sales agreement shall be concluded in such a way that the Seller specifies the prices of goods for the Buyer in the individual Price List provided to the Buyer, the Buyer then places an order detailing the kind/type of the ordered goods, their dimensions and quantity as well as the date, place, and manner of delivery, and the Seller accepts such an order. In this case, the following principles shall apply:
 - a) The price list shall be sent by e-mail or delivered to the Buyer by post or directly, and shall include:



- i. details of the Seller and the Buyer;
 - ii. terms and conditions of sales;
 - iii. a reservation that the provisions of GTC shall apply to sales agreements entered into by the Seller, an indication that the GTC are available for downloading at <http://wutkowski.com.pl> and may be made available to the Buyer in electronic format or in hard copy at the Buyer's request, and a reservation that the Buyer is obliged to read the GTC prior to entering into the sales agreement and that by entering into the sales agreement the Buyer declares that they have read these documents;
 - iv. a reservation that the Price List shall cease to apply:
 - upon informing the Buyer by e-mail or in writing thereof; or
 - upon sending a new price list to the Buyer by e-mail or in writing; or
 - upon the expiry of a period of 3 months as of the date on which the Price List was received, if no order is placed by the Buyer within this time frame; or
 - if the time interval between consecutive orders placed by the Buyer exceeds 30 days;
 - b) The activities relating to the procedure of agreement execution, including the order placement and its acceptance, shall be effected by e-mail, subject to paragraph 2(c) below;
 - c) The Buyer shall also be allowed to place an order by telephone. In such a case:
 - i. the Seller shall immediately send the Buyer an acknowledgement of receipt of the order, by e-mail or by a short text or multimedia message sent to the telephone number used to place the order or, if this is not possible, to another telephone number of the Buyer known to the Seller. Should the Buyer fail to inform the Seller immediately that the order confirmation is contrary to the Buyer's declaration, the order shall be deemed to have been placed in line with the contents of the confirmation.
 - ii. the order shall be accepted or refused also by e-mail or by a short text or multimedia message sent to the telephone number used to place the order or, if this is not possible, to another telephone number of the Buyer known to the Seller.
 - d) Within 3 business days of receiving an order, the Seller shall inform the Buyer whether the Seller accepts the order or refuses to accept it. Should the Seller fail to send the information within this time frame, it shall be considered that the order has been accepted.
3. Also a sales agreement is entered into in such a way that the Buyer enquires about the terms and conditions of the sales of goods the Buyer is interested in, the Seller then makes a sales offer, and the Buyer accepts it. In this case, the following principles shall apply:
- a) To obtain an offer from the Seller, the Buyer shall submit an enquiry to the Seller by e-mail, by telephone, or in writing, which shall include:
 - i. details of the Buyer, including its company name, address, and VAT number;
 - ii. the kind/type of goods the Buyer is interested in, their dimensions and quantities;
 - iii. the proposed place, method, and time of delivery.



- b) Such an enquiry does not constitute an offer within the meaning of the Civil Code and shall be treated as an invitation to submit an offer.
- c) Should the enquiry not contain the information indicated in point a) above, the Seller shall – in the same form in which the enquiry was made – ask the Buyer to supplement this information.
- d) Upon receipt of an enquiry in line with point a) above, the Seller shall send the Buyer an offer for the goods indicated in the enquiry or information that it is not possible to make such an offer. The offer shall be submitted in the same form as the enquiry, although it can always be submitted by e-mail. Should the enquiry be made by telephone, the offer may also be submitted by a short text or multimedia message sent to the telephone number used to make the enquiry.
- e) The offer shall include:
 - i. kind/type of goods, their dimensions and quantities;
 - ii. price;
 - iii. place, method, and time of delivery;
 - iv. expiry date of the offer and a reservation that, irrespective of the expiry date, the offer will cease to apply upon notification to the Buyer;
 - v. date and method of payment of the price;
 - vi. other terms and conditions of sales;
 - vii. a reservation that the provisions of the GTC shall apply to sales agreements entered into by the Seller, an indication that the GTC are available for downloading at <http://wutkowski.com.pl> and may be made available to the Buyer in electronic format or in hard copy at the Buyer's request, and a reservation that the Buyer is obliged to read the GTC prior to entering into the sales agreement and that by entering into the sales agreement the Buyer declares that they have read these documents.

An offer shall be valid even if it does not include the elements described in points (iii) to (vi) above.
- f) A sales agreement shall be deemed to have been entered into when the Seller has received the Buyer's acceptance of the Seller's offer within the time limit specified therein. The offer shall be accepted in the same form in which the offer was submitted, although it can always be accepted by e-mail. If an offer has been made in the form of a short text or multimedia message, it can be accepted by telephone. In such a case, the Seller shall send the Buyer an immediate confirmation of the acceptance of the offer in the form a short text or multimedia message to the telephone number used to accept the offer, or by e-mail. Should the Buyer fail to inform the Seller immediately that the offer acceptance confirmation is contrary to the Buyer's declaration, the offer shall be deemed to have been accepted in line with the confirmation.
- g) Should the Buyer accept an offer of the Seller after the time limit specified in the offer or should the Buyer propose a change in the terms and conditions of the agreement in relation to those specified in the offer (this shall include the case where the Buyer accepts an offer partially), the sales agreement shall not be entered into and the Parties may continue negotiations concerning its conclusion. In such



a case, the agreement in question is deemed to have been concluded when the Parties have agreed on all of its terms and conditions subject to negotiation:

- i. in writing, or
 - ii. by e-mail, or
 - iii. by way of confirmation by the Seller of the terms and conditions of the sales agreement in the form of a short text or multimedia message or by e-mail and provided that the Buyer does not immediately object to the agreement's conformity with the arrangements of the Parties.
4. The Parties may amend or terminate an existing sales agreement by submitting mutual declarations by e-mail, in written form, or by telephone. In the latter case, the Seller shall send the Buyer a confirmation of the amendment or acceptance of the agreement immediately, either by a short text or multimedia message sent to the telephone number used by the Buyer to make the declaration or by e-mail. Should the Buyer fail to inform the Seller immediately that the confirmation is contrary to the Buyer's declaration, the declaration shall be deemed to have been made in line with the confirmation.
5. The provisions of Article 66¹ §§ 1–3, Article 68, Article 68¹, Article 68² of the Civil Code shall not apply.

§ 3

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

1. All prices specified in the Seller's price lists and offers are net prices which must be increased by the VAT due at the time of issuing VAT invoices.
2. All prices specified in the price lists and offers apply to 1m² of surface area of the goods item.
3. The surface area assumed for the purpose of calculating the price of the goods item subject to a sales agreement shall be specified in m² with an accuracy of four decimal places.
4. The net price of the goods item subject to a sales agreement, resulting from the multiplication of the surface area of the goods item and the price per 1m² specified in the Price List or the offer, shall be rounded up to two decimal places.
5. The Seller shall issue and send a VAT invoice to the Buyer no later than 14 days as of the date of delivery, subject to § 4(7). The VAT invoice shall be sent to the Buyer by e-mail to the address used to place the order or make the enquiry, or it shall be delivered by other means.
6. The date of payment as stipulated in the agreement shall be indicated in the VAT invoice. Should no payment term be specified, a term of 30 days as of the delivery of the goods shall apply. Where the time limit is to be calculated as of the date of delivery of the VAT invoice and this invoice is not issued or delivered to the Buyer within 14 days as of delivery of the goods, the payment term shall be 30 days as of the date of such a delivery or as of serving a test invoice. In any event, the payment term is a strictly defined term within the meaning of Article 492 of the Civil Code.
7. The Price shall be paid by the Buyer to the Seller's bank account indicated on the VAT invoice or to account no. PL88 1140 1052 0000 3827 9700 1001.
8. Should there be a delay in payment of any amount due from the Buyer to the Seller:



- a) The Seller shall have the right to unilaterally change the schedule and date of deliveries scheduled for this Buyer, as well as to withhold deliveries until outstanding payments have been settled. The Seller shall inform the Buyer by e-mail or by a short text or multimedia message about the exercise of these rights. The Seller shall not be liable in any way whatsoever, including for any damage incurred by the Buyer, arising from the exercise of these rights.
 - b) The Buyer shall bear all costs and damages incurred by the Seller for this reason, and in particular shall reimburse the Seller, in full, for the costs of collection of the Seller's receivables.
9. Should there be a delay in excess of 14 days in payment of any amount due from the Buyer to the Seller under a sales agreement, the Seller may withdraw from the sales agreement at its discretion, in whole or in part, without having to set an additional time limit for the Buyer to meet the payment obligation. Should the Seller exercise its right of withdrawal from a particular sales agreement on the basis of this paragraph, the Seller shall also be entitled, within 90 days as of the date of such withdrawal, to withdraw from other agreements entered into with that Buyer, unless all payments thereunder have been made in full prior to the Seller's statement of withdrawal. Whenever the Seller withdraws from an agreement, the Buyer shall pay the Seller all costs incurred by the Seller to date in connection with the implementation of that agreement. The Parties may also agree on other settlement terms in writing or by e-mail.
10. In the case of instalment sales, failure to pay one of the instalments by the due date shall result in the immediate maturity of the remaining balance of instalments.
11. Should the Parties decide on a prepayment in a sales agreement, the Seller shall refrain from starting the implementation of this agreement until the Buyer has paid the prepayment and it has been credited to the Seller's bank account. In such a case, the period for delivery of the goods shall commence on the day following the crediting of the payment to the Seller's bank account.
12. Should the Parties agree on a credit limit, then once it has been exceeded, the Seller may refuse to enter into a sales agreement (even if separate arrangements between the Parties require the Seller to conclude it) and should such an agreement be concluded, refrain from its implementation. In the latter case, the Seller may also withdraw from the sales agreement at its discretion, in whole or in part, without having to set a further time limit for the Buyer, within 90 days as of the date on which the credit limit was exceeded. Should the Seller choose not to exercise this right, the time limit for delivery of the goods shall be extended by the period of suspension of agreement implementation plus 10 business days. The credit limit comprises the sum of the Buyer's matured and non-matured liabilities towards the Seller.
13. Should the Buyer fail to establish a collateral of the Seller's receivables as agreed by the Parties, the Seller may refuse to enter into a sales agreement (even if separate arrangements between the Parties require the Seller to conclude it) and should such an agreement be concluded, refrain from its implementation, until the Buyer has established the agreed collateral. In the latter case, the Seller may also withdraw from the sales agreement at its discretion, in whole or in part, without having to set a further time limit for the Buyer, within 90 days as of the date on which the delay in establishing the collateral occurred. Should the Seller choose not to exercise this right, the time limit for delivery of the goods shall be extended by the period of suspension of agreement implementation plus 10 business days.



14. The Seller reserves the ownership of the goods which are subject to the sales agreement until the Buyer has paid their full price.

§ 4

DELIVERY AND COLLECTION OF GOODS

1. Where the place, method, or date of delivery or collection of the goods have not been agreed upon at the conclusion of the sales agreement, the Parties shall agree on them by e-mail or by telephone. In the latter case, the Seller shall send the Buyer an immediate confirmation of the arrangements by a short text or multimedia message to the telephone number used to make the arrangements. Should the Buyer fail to inform the Seller immediately that the confirmation of the arrangements is contrary to their content, the arrangements shall be deemed to have been made in line with the confirmation.
2. The Seller may deliver the goods earlier than specified in the sales agreement.
3. Where a delivery is carried out by the Seller, the cost of delivery shall be borne by the Seller. The Seller may arrange for delivery by its own transport means or by external companies.
4. Where a delivery is carried out by the Seller using standard transport means (semi-trailer, truck), the Buyer shall be responsible for unloading.
5. Where a delivery is carried out by the Seller using specialised transport means and the Buyer possesses specialised equipment to unload the transport, the unloading shall be carried out by the Buyer.
6. Where a delivery is carried out by the Seller using specialised transport means and the Buyer does not possess specialised equipment to unload the transport, the Seller shall unload the goods free of charge at the Buyer's request.
7. Should access to the place of delivery be restricted by an entry ban, the Buyer shall inform the Seller well in advance thereof and shall provide the Seller with an appropriate permit which will enable the Seller to access the place of delivery without infringing the applicable legislation.
8. If, during delivery performed using the Seller's transport means, the driver finds that the site/place/entrance/access are not suitable for delivery, the Seller has the right to refuse the delivery and to charge the Buyer for the costs of the delivery.
9. In the cases described in paragraph 7 or 8, or in other situations where delivery has not taken place for reasons attributable to the Buyer, the Seller shall have the right to claim reimbursement from the Buyer for the costs of the failed delivery attempt and claim compensation for the loss.
10. Where a delivery is carried out by the Seller (including through third-party companies), the Seller shall bear the risk of damage to and loss of the goods until the Buyer has commenced unloading. As soon as unloading commences, the above risk and liability for the goods is transferred to the Buyer.
11. Where the goods are to be collected by the Buyer, the loading (i.e. mere transfer of the goods onto the vehicle without securing them) shall be carried out by the Seller. The Buyer shall secure the loaded goods against damage in transit. This also applies where goods are collected by an external company on the Buyer's behalf. In the cases described in this paragraph, the risk of damage to and loss of the goods is



transferred to the Buyer upon completion of the loading operations by the Seller (transfer of the goods to the vehicle without securing them).

12. The release and collection of goods shall each time be confirmed by a stock issue confirmation constituting appendix 1 to these GTC. Should any irregularities be found upon collection of the goods, a document entitled "Irregularity Report", constituting appendix 2 to these GTC, shall be signed. Both documents shall bear legible signatures identifying the signatory and, if possible, the Buyer's seal. The Irregularity Report shall describe in detail the nature, cause, quantity and locations of the irregularity, or the quantity and type of missing goods. Photographic documentation must also be made in the presence of the driver to confirm the irregularities. Incorrect or insufficient completion of the Irregularity Report, as well as a failure to produce photographic documentation, shall result in the loss of the Buyer's right to invoke the irregularities upon collection. If the Irregularity Report is drawn up correctly, the Buyer may only rely on the irregularities described therein.
13. Prior to signing the stock issue confirmation, the Buyer shall check the goods with respect to their quantity and quality, including the correctness of their loading or unloading. A batch of supplied goods including transport packaging shall be deemed to have been accepted without reservation in terms of quantity and without visible damage/defects as soon as the Buyer has signed the stock issue confirmation, unless a document entitled "Irregularity Report" has been drawn up.
14. If a delivery is carried out by external companies, the Parties shall sign the shipping documents irrespective of the obligation to sign documents described in paragraph 12.
15. Latent defects shall be reported to the Seller immediately upon detection, no later than within 14 days as of the release of the goods to the Buyer or to a person operating at the place of delivery in line with § 6(3), or otherwise the Buyer shall lose the right to invoke them.
16. Delay on the part of the Buyer in collecting goods shall constitute grounds for withdrawal from the sales agreement by the Seller without the requirement of setting an additional period for their collection.
17. Should some of the delivered goods be defective, the Buyer shall not have the right to refuse to accept non-defective goods. If the Buyer discovers a quantitative shortage in the delivered goods, the Buyer shall not have the right to refuse to accept the delivery.

§ 5

TRANSPORT PACKAGING

1. Transport packaging is constituted by:
 - a) wooden boxes that are not returnable to the Seller;
 - b) metal frames or metal crates that are returnable to and owned by the Seller.
2. The Buyer or a person operating at the place of delivery shall confirm the receipt of the metal frames or crates, indicating their quantity, by means of a legible signature enabling the signatory to be identified. This confirmation shall be made on the stock issue confirmation for the metal frames or crates.



3. Upon receiving metal frames or crates, the Buyer undertakes to take due care of their condition and shall be liable for their loss, damage, or destruction.
4. Should a metal frame or crate be lost, damaged, or destroyed, the Buyer shall pay to the Seller an amount equal to the market value of that frame or crate within 7 days as of the date of delivery of the related invoice to the Buyer.
5. The Seller shall collect the metal frames and crates at its own expense from the places to which they have been delivered upon the next delivery of goods. If another delivery of goods is not scheduled within 14 days as of the date of delivery of the goods on the metal frames or in the metal crates in question, the Seller shall specify the date of receipt of the metal frames or crates. The Buyer shall load the metal frames or crates at its own expense. Whenever the storage location of the metal frames or crates is changed, or if loading the frames requires specialised equipment (e.g. hydraulic lift, crane), the Buyer shall immediately inform the Seller thereof. The Seller shall be entitled to charge the Buyer for any additional transport costs from a place other than the place of delivery, as well as the costs of loading metal frames or crates with the use of specialised equipment.
6. Should metal frames or crates not be released within the time limit specified in the first or second sentence of paragraph 5, the Buyer may release them upon the next delivery or within an additional time limit specified by the Seller (final date). Should the Buyer fail to release the metal frames or crates by the final date, the Buyer shall pay a contractual penalty to the Seller in the amount of PLN 50 for each day of delay for each unreturned metal frame or crate. Where the amount of the contractual penalty exceeds the purchase price of new equivalents of the unreturned metal frames or crates, the Seller may, instead of charging the contractual penalty, purchase these new equivalents at the Buyer's expense and invoice the Buyer accordingly. Upon payment of the above invoice by the Buyer, the unreturned metal frames or crates shall become Buyer's property.
7. Should the Seller visit the Buyer on the agreed date referred to in paragraph (5) to collect the metal frames or crates, but the metal frames or crates are not collected due to a fault on the part of the Buyer, in particular due to their absence, the fact that they have not been emptied of goods, or that the Buyer is unable to load them, of which the Seller has not been informed, the Seller shall have the right to charge the Buyer with all costs of the failed collection attempt.

§ 6

QUALITY OF GOODS AND COMPLAINTS

1. The quality of goods shall be specified exclusively in the manufacturers' specifications and declarations of performance applicable at the time of delivery, unless agreed otherwise. Such specifications and declarations of performance are available on the websites of the manufacturers of the goods. Upon the Buyer's request, they may be sent by the Seller by e-mail.
2. Quantitative complaints, mechanical damage, and other apparent defects of the goods shall be reported in writing using a document entitled "Irregularity Report" at the time of collection of the goods and in the



presence of the Seller's driver, or otherwise the Buyer shall lose the right to invoke them at a later date in line with § 4(12).

3. Any complaint concerning latent defects or damage which cannot be detected at the time of collection shall be lodged within 7 days as of the date on which the damage or defect is found, but not later than 14 days as of the date of collection, or else the Buyer shall lose the right to invoke such defects.
4. A complaint as referred to in paragraph 3 shall be sent by e-mail to reklamacje@wutkowski.com.pl and shall include:
 - a) exact reason for the complaint,
 - b) order number,
 - c) date of delivery of the goods and the invoice number of the Seller,
 - d) where the complaint relates to full crates, the manufacturer's identification numbers,
 - e) quantity of the goods subject to the complaint,
 - f) photographic documentation confirming the defects,
 - g) samples of the glass subject to the complaint (at the Seller's request).
5. Any complaint lodged after the time limit described in paragraph 2 or 3, or lodged in a form other than that specified in paragraph 4, or not containing all the elements specified in paragraph 4, shall not be considered by the Seller.
6. For the duration of the complaint process, the Buyer shall store the goods subject to the complaint in a proper manner so as to prevent additional shortages, new defects or damage and to enable the Seller to inspect the full quantity of the goods subject to the complaint. Otherwise, the complaint shall not be considered or shall be deemed groundless.
7. A complaint shall only be considered legitimate if there is a quantitative shortage in the delivery of the sold goods or there are defects attributable to the sold goods, unless the Buyer was aware of such defects at the time of release of the goods.
8. The Seller shall inform the Buyer whether the complaint is legitimate or groundless.
9. Should a complaint be considered legitimate, the Buyer shall only be entitled to a reduction in the price of the sold goods by the value of the missing or defective goods. In such a case, the Seller shall issue an adjustment invoice for that value.
10. The Seller shall have the right to withhold the processing of a complaint until the Buyer has paid to the Seller all outstanding amounts due to the Seller (with the exception of amounts due for the goods subject to the complaint until the latter has been resolved by the Seller).
11. The Buyer shall only be entitled to withhold payment for the goods subject to a complaint until the Seller has processed the complaint. This does not entitle the Buyer to withhold payment for any goods not subject to the complaint, including those delivered in the same batch or covered by the same agreement or invoice as the goods subject to the complaint.



§ 7

LIMITED LIABILITY OF THE SELLER

1. The Seller shall be liable only for the proper performance of the sales agreement and up to the actual loss incurred by the Buyer that is directly causally related to the non-performance or improper performance of that agreement. The Seller shall not be liable for the Buyer's loss of profit. Any liability of the Seller under a sales agreement shall be limited to the price of the goods resulting from the sales agreement. The above limitations shall not be applied exclusively insofar as this results from mandatory legislation.
2. The Seller shall not be liable for any failure to meet the delivery deadline in the following cases:
 - a) the Buyer is in delay in providing complete information necessary for the correct and timely implementation of the agreement by the Seller;
 - b) a delay on the part of the Seller's suppliers which was beyond the Seller's control or its control of it was limited;
 - c) damage to the goods during transport or handling;
 - d) a restriction on the use of vehicles with a Gross Vehicle Weight (GVW) in excess of 3.5 tonnes or a need to perform the delivery in a specialised vehicle designed for the transport of oversized goods;
 - e) Buyer's failure to comply with substantial provisions contained in the GTC;
 - f) cases specified in § 3(8)(a), (11), (12) or (13);
 - g) where the failure to meet the deadline results from force majeure or other circumstances for which the Seller is not responsible, provided that the Seller shall immediately inform the Buyer of any delay with regard to the contractual deadline.
3. The Seller shall not be liable for the Buyer's selection of any particular glass for any particular application, even if the Buyer has informed the Seller of this application. The Seller does not conduct static calculations. The Buyer needs to confirm the suitability of any particular glass for any particular purpose with an approved design engineer. Failure to do so shall not constitute grounds for any claim against the Seller. The Buyer shall be fully liable for the manner in which the goods are used.
4. The Seller shall not be liable for the colour shade and other physical characteristics of the goods supplied in a subsequent delivery, which may differ from the goods supplied in previous deliveries due to the ingredients used and the passage of time. The specific colour of glass depends on the composition of the mixture, raw materials, manufacturing process, and thickness of glazing.
5. The Seller shall not be liable for mechanical, chemical, and other damage caused by external factors which arose during the Buyer's storage of the goods, their assembly, or during their use, unless such damage was caused by a defect inherent in the sold goods. In the latter case, the Seller shall only be liable in accordance with § 6.
6. The Seller shall not be liable for the consequences of use of unsuitable installation and assembly materials, such as silicones, adhesives which may chemically react with the elements of the Seller's goods. Upon the Buyer's request, the Seller may provide information on the type of materials dedicated for use with the sold goods.



7. The Parties hereby exclude the Seller's liability to the Buyer for any damage caused to third persons by goods supplied by the Seller. The Buyer shall also hold the Seller harmless from any claims of third persons against the Seller on account of hazardous product liability.
8. Except for the claims expressly specified in the GTC, the Buyer shall not be entitled to any other or further claims against the Seller, save as otherwise provided for in the applicable legislation.
9. The Parties hereby exclude the Seller's liability under the warranty for defects of sold goods.

§ 8

FINAL PROVISIONS

1. Any statements and communication between the Seller and the Buyer relating to the conclusion, implementation, amendment, and termination of a sales agreement or withdrawal from it shall be made exclusively by e-mail (to the e-mail addresses which the Parties shall indicate when entering into the agreement) or in writing (addresses indicated in the KRS or CEiDG), unless the GTC provide otherwise. The Parties shall inform each other of any change of postal or e-mail address in writing or by e-mail. Any communication sent to the e-mail address or postal address indicated in the KRS or CEiDG shall be deemed to have been received:
 - a. for e-mail: on the day of sending. Where the day of sending is a public holiday within the meaning of the Act of 18 January 1951 on Public Holidays, the service shall be considered effected on the nearest day which is not a public holiday;
 - b. for postal services: on the day of delivery or first delivery advice;
2. These GTC may be amended by the Seller. Previous editions of the GTC, together with their dates of validity and with an option to download them, are available at <http://www.wutkowski.com.pl>. Amendments to the GTC shall be binding upon the Buyer who has entered into a sales agreement based on the new GTC, unless the Parties agree otherwise in writing or by e-mail.
3. Any disputes that may arise in relation to cooperation on sales agreements, including in particular disputes relating to the conclusion of an agreement, the definition of its contents, amendments to an agreement, its implementation, termination, or invalidity, as well as compensation for non-performance or undue performance of an agreement shall be attempted to be resolved amicably by the Parties, and if this is not possible, they shall be settled by the common court having jurisdiction over each registered office of the Seller or by the common court having jurisdiction over the city of Elbląg.
4. In matters not governed hereunder, the applicable provisions of Polish law shall apply, including in particular the provisions of the Polish Civil Code on sales agreement.
5. The governing law for the GTC and sales agreements between the Parties shall be Polish law.

Appendices:

- No. 1 – template of a stock issue confirmation;
No. 2 – “Irregularity Report”



Wutkowski

**Spółka z ograniczoną
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