

General Conditions of Sale - GCS

I. General provisions

These General Conditions of Sale (GCS) apply to contracts of sale, deliveries, services and payments.

The terms used in these General Conditions of Sale shall have the following meanings:

1. Seller - WST Sp. z o.o. with its registered office in Wrocław;
2. Buyer - an entity that is the other party to the contracts of sale (contractor), accepting the delivery, service recipient.
3. Goods - products sold by WST Sp. z o.o.;
4. Service - all services provided to the Buyer by the Seller in connection with the concluded contracts of sale.

These General Conditions of Sale are the only contractual regulation binding the parties in the sale of goods and provision of services. Provisions other than or contrary to these GCS shall not apply, unless the parties have agreed otherwise in writing - under pain of nullity.

Any standard conditions provided by the Buyer and any Seller's brochures, catalogs, manuals and leaflets or correspondence between the Buyer and the Seller shall have no legal effect.

The conclusion of a separate contract of sale or service shall exclude the application of these General Conditions of Sale only to the extent regulated in it differently.

The Buyer may assign its claims against the Seller to third parties only with the Seller's prior consent.

In the event that individual provisions of these General Conditions of Sale prove to be inconsistent with applicable law or are considered invalid or ineffective under a decision of a competent court, this will not affect the validity and effectiveness of the remaining provisions. In such a case, the parties shall amend the provision accordingly, maintaining the prior intentions of the parties.

II. Offers and confirmation of order acceptance. Concluding the Contract of Sale

Any offer made by the Seller shall be not binding and shall only be an invitation to the Buyer to make a purchase offer.

Any order of the Buyer placed with the Seller in accordance with the offer or otherwise shall not be binding on the Seller.

The Contract shall come into force upon the written acceptance of the order by the Seller ("Order Confirmation"). The order must be placed by persons authorized to represent the Buyer or acting on the basis of a power of attorney granted to them by the Buyer.

Any comments regarding the Order Confirmation by the Seller should be submitted immediately, but not later than on the next day from the date of the Order Confirmation.

For the conclusion of the contract of sale or its amendment to be valid, all declarations exchanged between the parties in this regard should be delivered to the other party in writing by post, fax, email or in person.

III. Price and payment terms

The price given in the Seller's offer shall be valid on the date indicated therein.

The prices specified in the contracts are net prices without tax on goods and services (VAT) ex warehouse of the Seller or the specified place of shipment. The prices include the cost of loading the goods in the Seller's warehouse. The prices do not include transport and unloading costs, unless agreed otherwise.

In the event that, after the conclusion of the contract, unforeseen circumstances arise justifying an increase in the price of the ordered goods, in particular an increase in customs duty, introduction of additional customs fees, other public and legal burdens, or a significant change in transport costs, the Seller shall have the right to unilaterally increase the price of goods to the extent that takes into account actual increase in the level of price factors.

If the price is given in a currency other than PLN, it is assumed that the price was determined in PLN, converting it into PLN according to the average selling rate of a given currency in the National Bank of Poland on the day preceding the actual delivery of the goods or on the day on which the date of delivery of the goods agreed by the parties expires.

The Seller reserves that when selling goods according to the so-called theoretical weight converter, at which the weight of the goods is determined according to its volume, the weight of the goods is determined on the basis of the theoretical weights specified in the relevant standards.

The Buyer agrees to pay the amounts due for the sale of goods and the provision of services within the period specified in the invoice. The payment shall be considered to be made when the funds are credited to the Seller's bank account. After the expiry of the payment deadline, the Seller shall be entitled to charge late payment interest in the amount currently applicable.

If the Buyer fails to fulfil its payment obligations in accordance with the contract or ceases to fulfil them, as well as if there are other circumstances that undermine the Buyer's creditworthiness, the Seller shall have the right to demand immediate payment of the remaining debt, even if it is not yet due. The Seller shall have the right to suspend subsequent deliveries and cancel orders that are still pending.

IV. Release, delivery and acceptance of goods, their properties.

Delivery dates confirmed by us are not binding, unless they are expressly stated as binding in the order confirmation.

The Seller's delivery obligations are subject to the Seller receiving complete, timely and correct delivery from its suppliers.

Timely fulfilment of contractual obligations by the Buyer is a condition for keeping the delivery dates. The delivery period begins after clarification of all details regarding the execution of the order and receipt of all documents required for the execution of the order and after the Buyer has performed its tasks, in particular after receiving the agreed advance payment.

The delivery date is considered met when the goods left the Seller's warehouse or the specified place of shipment on the agreed date or when the information about readiness for shipment has been provided to the Buyer, and the goods cannot be shipped on time, through no fault of the Seller.

The Seller reserves that the ownership of the goods sold shall pass to the Buyer only upon payment of the entire price to the Seller. In the event of merging or mixing things up, the parties become joint owners of the whole.

The risk of loss or damage to the goods shall pass from the Seller to the Buyer upon loading the goods in the Seller's warehouse onto the trucks of the Buyer or the forwarder, carrier or other person providing the transport service.

The Buyer agrees to carefully examine the goods at the time of their receipt in terms of quantity, compliance with the technical specification specified in the contract and any visible defects.

The deviations adopted in trade, as well as the deliveries of a larger or smaller quantity adopted in the industry, are permissible and do not constitute deficiencies. Flash rust is not a deficiency either, unless otherwise agreed.

After examining the goods, a delivery document will be signed (delivery note), which shall confirm the compliance of the parameters of the delivered goods with the technical specification specified in the contract and the absence of defects that could be detected by careful examination of the goods at the time of their acceptance.

The Buyer may not be released from the obligation referred to above and from the consequences of failure to comply with them by referring to the accepted practice of trading and acceptance. If the Buyer processes the goods in any way, the Seller shall be released from liability for non-compliance of the accepted goods with the order or confirmation of the order.

The Seller shall not be responsible for the goods marked as "off-spec materials". The Buyer shall bear the risk for the intended use and use of the goods purchased from the Seller.

All and any information regarding the purpose and use of the goods offered by the Seller are provided on a courtesy basis and do not constitute the basis for claims for the intended use and use of a specific goods.

The Seller shall not be liable under the warranty if:

1. The Buyer processed the goods.
2. The defects of the goods arose during transport from the Seller's warehouse to the place of acceptance of the goods by the Buyer.
3. The defects of the goods arose during its unloading.
4. The Buyer repaired the goods without the Seller's written consent.

The Seller shall be released from liability for defects in the goods when they are caused by improper execution of the goods by the manufacturer. The parties also exclude the Seller's liability under the warranty in this respect.

Filing a complaint shall not release the Buyer from the obligation to pay for the goods delivered thereto.

In the event of a delay in accepting the goods by the Buyer, the Seller shall be entitled to compensation.

V. Performance of the contract of sale Responsibility.

If the Buyer is in delay with the payment of any amount due on time, the Seller shall have the right to withdraw from the contract of sale without setting an additional deadline. The Seller shall not be responsible for any damage resulting from these reasons.

The assessment of the Buyer's financial situation shall be fully an assessment by the Seller.

The Seller shall not be liable for untimely delivery of the goods if:

1. the delay results from the delay in delivering the goods to the Seller by the supplier of the goods,
2. the delay is caused by the Seller's suspension of the delivery of the goods due to delay in payment.

The Seller shall have the right to withdraw from the contract of sale without being held liable if the reasons for withdrawing from the contract of sale are independent of the Seller and relate to its supplier.

The Seller reserves the right to ownership of the goods until the full price is paid.

VI. Final Provisions

In the event of a dispute, the parties shall make every effort to resolve them amicably through direct negotiations.

If it is impossible to settle the dispute amicably, the competent court shall be the court of law having jurisdiction over the registered office of the Seller.

In matters not covered by these GCS, only the applicable provisions of Polish law, in particular the Civil Code shall apply.