

TERMS AND CONDITIONS OF SALE

1. GENERAL PROVISIONS

1.1 The Seller in these General Terms and Conditions of Sale (T&C) is Wojskowe Centralne Biuro Konstrukcyjno-Technologiczne Spółka Akcyjna with its registered office in Warsaw (01-485 Warsaw), at Radiowa 13 Street, registered in the Register of Entrepreneurs of the National Court Registry maintained by the District Court for the capital city of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number 0000303109; NIP: 525-000-72-30; REGON: 000836483 (WCBKT S.A.).

1.2 Unless otherwise agreed in writing, these T&C govern the sale of products and deliveries made by WCBKT S.A. to the Buyer.

1.3 In the event of any discrepancies between these T&C and the information sent by WCBKT S.A. in the offer - the provisions contained in the offer shall prevail. Any contractual provisions, individually agreed and confirmed in writing with the Buyer shall prevail over the provisions of these T&C to the extent that they contain provisions different from these T&C. Otherwise, the T&C is an integral part of the Order placed and accepted by WCBKT S.A.

1.4 Any deviations from these T&C are valid and binding if they have been expressly agreed in writing and accepted by WCBKT S.A.

1.5 In order to eliminate any doubts, the Order placed by the Buyer does not constitute an offer for WCBKT S.A. within the meaning of the provisions of the Civil Code or other applicable regulations. However, an offer may be a document sent by WCBKT S.A. in response to the Buyer's Order, provided that WCBKT S.A. specifies such a document in this way. Otherwise, such document should be treated as an invitation to negotiations regarding the material provisions of the contract (price, sales date, Product specification).

1.6 These T&C exclude the application of other standard forms of contract (general terms of contract, terms of sale, standard forms of contract, regulations, etc.) used or established by the Buyer.

1.7 These T&C are published on the WCBKT S.A. website: www.wcbkt.pl.

2. ORDER AND CONCLUSION OF THE AGREEMENT

2.1 WCBKT S.A. will each time perform the delivery on the basis of a written Order or Agreement, on the terms resulting from both their content and the provisions of these T&C.

The Buyer's order should contain the following data:

- name of the Buyer - together with the indication of the exact address,
- Tax Identification Number,
- designation of the indicated Product by the trade name or alphanumeric symbol (if assigned to the Product or used in the WCBKT S.A. catalog),
- quantity/number of the ordered Product,
- date, place and conditions of delivery/receipt of the Product.

2.2 The Order will be deemed accepted for execution when the Buyer receives from WCBKT S.A. written confirmation of its acceptance (conclusion of the agreement). WCBKT S.A. has the right to refuse to accept the Order without giving a reason or to send a proposal for a modified Order adjusted to the T&C or to the possibility of its execution by WCBKT S.A.

2.3 WCBKT S.A. undertakes to deliver the Products or perform the services with due diligence and declares that it has all the required authorizations to execute the provisions of the Order or the Agreement.

2.4. WCBKT S.A. allows for the possibility of placing and confirming the Order by e-mail.

2.5. Any assurances, guarantees, promises and changes to the sales agreement or changes to the T&C made orally by WCBKT S.A. employees in connection with the conclusion of the sales agreement or submission of an offer do not bind WCBKT S.A. and the Buyer may not rely on them. Such changes should be included in written agreements concluded in accordance with the principles of representation.

3. PAYMENT

3.1 The price, deadline and form of payment will be specified each time in the Offer or Order confirmation sent to the Buyer. WCBKT S.A. reserves the right to change prices during the execution of the Order resulting in particular from changes in exchange rates, changes in public law charges (in particular taxes, customs duties, excise duties, etc.), which may affect the cost of manufacturing the product and which could not be avoided or foreseen before accepting or during the execution of the Order.

3.2 Payments will be made by the Buyer to the bank account number indicated by WCBKT S.A. on the TAX (VAT) invoice. Payment is deemed to have been made when the funds are credited to the bank account of WCBKT S.A.

3.3 The Buyer agrees to WCBKT S.A. issuing an invoice without a signature, in electronic form.

3.4 A complaint filed by the Buyer does not release him from the obligation to make payment for the Products within the agreed deadline. However, failure to pay on time gives WCBKT S.A. the right to suspend all actions related to the consideration of a complaint or warranty repair, including the possibility of the Buyer losing the warranty (e.g. due to the expiry of the warranty period during this time).

4. DELIVERY

4.1 WCBKT S.A. ensures that the Products delivered will be in accordance with the specification written in the Order/Agreement or the Offer sent.

4.2 The Products will be delivered in accordance with the deadline specified in the Offer.

The delivery deadline may change in the event of:

- a) suspension of delivery for reasons attributable to the Buyer;
- b) delay in payment of the price by the Buyer;
- c) failure to provide WCBKT S.A. with the information necessary to carry out the delivery;
- d) force majeure; in such a case, the delivery deadline will be extended by the period of such circumstances, taking into account the time necessary for WCBKT S.A. to resume delivery.

4.3 The risk of destruction or loss of the Products delivered is transferred to the Buyer at the moment of signing the acceptance protocol.

5. WARRANTY

5.1. WCBKT S.A. grants a 24-month warranty for the new Product sold or a 12-month warranty if the Product was used, after repair, renovation, etc., counted from the date of signing the acceptance protocol.

5.2. The Buyer is entitled to exercise rights resulting only from the warranty issued by WCBKT S.A. and only in the event of compliance with the principles of use and maintenance of the sold Product.

5.3 The warranty does not cover parts or technological fluids that naturally wear out and the action of Force Majeure or users or third parties.

5.4 The Buyer loses the right to a warranty for the removal of defects and faults that occurred as a result of:

- a) unauthorized or use contrary to the intended use,
- b) modification or repair by unauthorized persons or in a manner not permitted under the warranty conditions,
- c) use in a manner inconsistent with the operating instruction, if it was delivered with the product.

5.5 The warranty is valid only in Poland. Taking the Product outside of Poland will result in the loss of warranty and the rules covered by the provisions of the following sentences will apply, unless a separate Agreement or separate provisions provide otherwise. Warranty repairs will not be performed outside of Poland. Any repairs, even during the warranty period, performed outside of Poland are the responsibility of the Buyer. In a situation where the Buyer wants WCBKT S.A. to perform a repair outside of Poland, such repair will be a paid repair in every respect, including paid parts, labor, travel, accommodation or other activities or works.

5.6. WCBKT S.A. is not liable for damages, including lost profits, incurred by the Buyer as a result of a failure or malfunction of the Product, during the warranty period and after its end.

5.7 The Buyer is obliged to check the conformity of the delivered goods upon receipt and is obliged to notify WCBKT S.A. via e-mail poczta@wcbkt.pl about detected defects within 1 (one) working day from the date of detection of the defect (complaint notification). The Buyer or the carrier's representative is obliged to examine the goods at the time of delivery for obvious defects. Goods received by the Buyer or the carrier without reservations are considered to be goods without obvious defects. If the goods were issued in a collective package, defects in the goods or quantity shortages should be reported to WCBKT S.A. immediately after opening the package.

5.8 Failure to collect or refusal to collect the Products ordered by the Buyer within the agreed time period authorizes WCBKT S.A. to charge the Buyer with transport costs and other costs up to the amount of the damage caused or their necessary incurring.

6. INTELLECTUAL PROPERTY RIGHTS

No rights related to existing or future intellectual property rights of WCBKT S.A. are granted to the Buyer.

7. STATUTORY WARRANTY

WCBKT S.A.'s liability under statutory warranty for physical and legal defects of the Product is excluded.

8. CONTRACTUAL PENALTIES AND FORCE MAJEURE

8.1 The Buyer is obliged to pay WCBKT S.A. a contractual penalty for withdrawal from the Agreement for reasons beyond the control of WCBKT S.A., within 14 (fourteen) calendar days from the date of withdrawal, in the amount of 25% (twenty-five percent) of the price, to which the applicable tax will be added.

8.2 Payment of the above penalty does not release the Buyer from charging him with actual costs incurred by WCBKT S.A. until the time of withdrawal from the Agreement.

8.3. WCBKT S.A. shall not be liable in the event of failure to fulfil the obligations arising from the contract if this was caused by reasons beyond its control, which could not be foreseen at the time of conclusion of the contract and which could not be avoided (force majeure).

9. FINAL PROVISIONS

9.1 Any disputes arising between the parties shall be resolved in accordance with the provisions of Polish law. The court with jurisdiction to resolve disputes shall be the court with material and local jurisdiction for the seat of WCBKT S.A.

9.2 Personal data protection clause regarding the processing of personal data can be found at: <https://wcbkt.pl/en/about-us/personal-data-protection/>

9.3 The Buyer shall keep confidential all information, including offers, tender documents and other similar information obtained from WCBKT S.A.

9.4 The Buyer cannot transfer its rights and obligations arising from the Order or Agreement to any third party without the prior written consent of WCBKT S.A.

9.5 These GTC shall apply from: 23.09.2024