

GENERAL TERMS AND CONDITIONS of WIREN S.C.

W. Szendzielarz, R. Bednarz, S. Bednarz

GENERAL PROVISIONS

1. These General Terms and Conditions (hereinafter referred to as "GTC") govern especially the terms and conditions of orders, purchases, delivery and complaints concluded between WIREN S.C. W. Szendzielarz, R. Bednarz, S. Bednarz (hereinafter referred to as the Seller) and a Customer (hereinafter referred to as the Buyer).
2. Placing an order with the Seller by the Buyer is tantamount to the acceptance of these General Terms and Conditions.
3. The contents of catalogues, price lists, pattern books or information materials relating to offered goods are for information purposes only and do not constitute an offer within the meaning of binding legal regulations.

PRICE AND TERMS OF PAYMENT

1. Unless provided otherwise, the sales price shall be expressed in Polish zlotys (PLN) and understood as the net price to which VAT shall be added according to an applicable rate.
2. The price shall be exclusive of any insurance and transport costs and the costs of any additional services justified for the purpose of the performance of a contract.
3. The first three orders of the Buyer shall provide for two possible forms of payment - by cash or advance payment under a pro forma invoice to the Seller's bank account.
4. The form of payment for the subsequent Buyer's orders may include transfer with a delayed due date from 7 to 60 days.
5. Delay in payment and reaching a specified trade credit limit by the Buyer may result in putting orders on hold. The lack of timely payments shall give the Seller the right to charge statutory interest.
6. Unless provided otherwise, payments shall be transferred to the Seller's bank account indicated in a sales document.
7. The goods that constitute the subject matter of a contract shall remain the property of the Seller until full payment is made by the Buyer.

PURCHASE ORDERS

1. The orders shall be placed in electronic format by mailing a message to the e-mail address: **biuro@wiren.pl**, or in person by filling in an appropriate order form.
2. The orders for the individual goods shall be placed using appropriate symbols/codes assigned to them in the catalogue, simultaneously taking the quantities of full packages indicated in the catalogue into account.
3. The Seller is obliged to confirm order acceptance within maximum 3 business days from order receipt.
4. Order performance shall be based on the confirmation of order acceptance and setting the lead time. If the lead time needs to be extended, the Buyer shall be notified accordingly by the Seller without delay.
5. The Seller reserves the right to withdraw from the changes to the order, if it has been already performed in part or its entirety.
6. The Seller reserves the right to withdraw from the performance of the order, if the Buyer has payments outstanding on due dates and also if the Buyer failed to collect the goods under the prior order.

DELIVERY

1. Unless the Parties have agreed otherwise, the cost of transport shall be paid by the Buyer.
2. The Buyer may collect the goods in its own capacity via a logistic company or using its own transport, after receiving prior Seller's notification about goods readiness at the indicated address.
3. The Buyer is obliged to collect the ordered goods up to 5 business days from the date of receipt of the Seller's notification about goods availability for collection at the indicated address.
4. Any special services paid additionally and the costs of shipment via forwarding companies cooperating with the Seller are indicated in the Additional Service Price List.
5. The sales document shall be issued on the same business day when the goods are shipped or when the Buyer undertakes to collect them.

COMPLAINTS

1. The Buyer is obliged to check the condition of the goods immediately after receiving them.
2. If any mechanical damage to the goods delivered via the forwarding company is identified, the Buyer is obliged to draw up a damage report in the presence of the forwarder and deliver it to the Seller within 24 hours from the date of its preparation. The lack of the damage report or failure to meet this deadline shall entitle the Seller to reject the complaint.
3. The Buyer is obliged to check the goods delivered for compliance and quality without delay. Any possible nonconformity, both qualitative and quantitative, shall be reported to the Seller without delay, however not later than 5 business days from the date of delivery. Any complaint concerning the goods that have been subject to any modification by the Buyer will not be processed.
4. In case of goods collected in own capacity, any quantitative complaints will not be accepted.
5. All complaints should be lodged with the Seller at the e-mail address: **biuro@wiren.pl**
6. Any complaint not lodged according to the procedure set forth in clause 5 and any actions taken by the Buyer on its own account will result in the rejection of complaint processing. The Seller shall decide on the method of complaint processing and completion, including on the need to deliver the goods complained about to the indicated address.
7. The cost of delivery of the goods complained about shall be borne by the Buyer. If the complaint is positively processed, the Seller shall reimburse that cost.
8. The Seller shall not be liable for any defects resulting from improper protection of the goods during transport and storage, which is the responsibility of the Buyer.
9. The complaints will be processed by the Seller up to 10 business days from lodging thereof.

FINAL PROVISIONS

1. All disputes arising out of the performance of delivery shall be settled by the court having jurisdiction over the Seller's registered office.