

Terms and Conditions of Sales and Services

§ 1. General

1. These Terms and Conditions („TaC“) apply to all contracts of sales and services covenanted by CWK Sp. z o.o., registered in Polish National Court Register under the number 0000198748, based in Natolin; NIP 728-23-29-570, REGON 472321684,

from here forth referred to as "**Seller**".

2. Following „TaC“ are considered as accepted by the second party at the moment of placing by the Buyer a written declaration mentioned in article 3. § 2, but not later than in the moment of the VAT invoice issue by Seller.

3. Parties will be able to withdraw from the above settlements in an „individual contract“ in written form.

Transaction of above mentioned contract results in exclusion of specific statements of „TaC“ and replacing them with those from the new contract between the parties.

4. Buyer before placing an order should provide copies of registration documents that would confirm his status as an entrepreneur or other institution admitted to covenant contracts with Seller (inscription to the base of companies or Polish National Court Register number, VAT ID Number and REGON statistical number)

§ 2. Orders

1. Buyer is obliged to deliver to Seller order of goods or services in a written form (regular mail, fax, e-mail). Order as understood in this „TaC“ means willingness of transacting an agreement of sale by the Buyer.

2, Seller within 24 hours (on workdays only) will send a confirmation of an order, payment information and the date.

3. Buyer is obliged to send back within 24 hours (on workdays only) legibly signed (by the person with proper authorization) order confirmation and acceptance of delivery conditions. No answer from the Buyer is considered as cancellation of order.
4. Confirmation of an order/s acceptance by Seller, or issuing by him an invoice is equivalent to transacting an agreement of sale on conditions of this „TaC”.

§ 3. Pricing

1. Prices of goods and services offered by CWK Sp. z o.o. are established by Seller
2. All the prices written in „Price-list” are the net prices (VAT excluded)
3. Seller reserves the right to correct „Price-list”. The start date, or the last change date of „Price-list” allow verification of the „Price-list” is valid.
4. An up-to-date „Price-list” is always available in the Seller's office or on the website: www.cwk.com.pl
5. In the moment of introduction of the new „Price-list”, the previous one becomes obsolete unless the parties have decided otherwise.
6. CWK Sp. z o.o. reserves the right to change the „Price-list” in case of sudden escalation of steel or aluminum prices exceeding 10% without further notice.

§ 4. Delivery times. Cancellation charges

1. Order realization time is always specified in confirmation of an order.
2. Buyer is obliged to pick up ordered goods from Sellers warehouse within 10 workdays from the date of planned delivery. Otherwise Seller may charge purchaser with the amount of 20 to 50 PLN net for every day of storage of the ordered goods.
3. Retraction from ordered good or service can happen no later than within 24 hours since receiving the confirmation of an order and need to be accepted in writing by Seller.

4. Seller reserves the right to change the delivery terms and conditions or cancel the order exceptionally if applies, even if it has already been confirmed, especially but not limited to in case of force majeure and other circumstances beyond Seller's control.

5. In case of order cancellation after order accomplishment, Buyer is obliged to pay Seller as a penalty clause in amount of 100% of ordered good or service price. Penalty clause cover costs of order accomplishment because of buyer-side reasons.

6. In case of order cancellation while order accomplishment is in progress, Buyer is obliged to pay Seller as a penalty clause in amount of at least 40% of ordered good or service price (depending of the progress in order's accomplishment).

§ 5. Goods pick up and shipping

1. The place where the goods can be picket up is the seller's warehouse in Lodz, Poland, ul. Wlodarska 13

2. Seller can deliver to the Buyer goods on address specified in order, using regular carrier cooperating with Seller, or - on specific wish of Buyer – using other carrier service. Such information should be included on order form.

3. Delivery costs to the delivery address are paid by Buyer unless otherwise agreed.

4. Seller takes full responsibility for the goods until the moment of warehouse leave. Responsibility including risk of accidental loose or damage of good is taken by Buyer at the moment of pick up from Seller's warehouse, excluding shipping situation where responsibility is taken by carrier mentioned at article 2. In such case, responsibility is taken by carrier at the moment of giving him goods, and responsibility is taken by Buyer at the moment of passing goods to Buyer.

§ 6. Payment for good or service

1. Following methods of payment are acceptable at CWK Sp. z o.o.

- wire transfer before receiving
- payment of 40% of gross order amount in advance before order execution – in case of unstandard order, for recipients with significant delays in payment or picking up order
- payment at the moment of good or service receive in cash or by wire transfer
 - payment by wire transfer in prolonged time

Trade credit is given to frequent contractors, on condition of receiving positive verification of EULER HERMES Insurance company. To obtain a verification it is necessary to contact our Customer Service Office and accept checking by above mentioned Insurance Company

2. Payment for good or service becomes due in a term specified in the invoice, by wire transfer or in cash at the moment of pickup

3. Payment receive date is understood as a date when Seller's account becomes credited in full invoiced amount

4. The Goods shall remain the Seller's property as far as the full price is not paid. Only at the moment of full payment of stated price, including (if applicable) interest payments and termination charges good's ownership is transferred to Buyer.

5. In case of delay in payment or no payment at all, Seller reserves the right to charge interest, unless the Seller resigns from the right voluntarily.

6. No payment at the defined term, or justified risk of such case gives Seller right to change the Terms of Sale, and to demand immediate payment of all due charges as well as to stop the delivery of all other orders.

§7. Returns

1. Return of goods is possible only after earlier setup and getting a written Seller's acceptance.
2. Returned a product must be in the intact state, not used and in an original packaging protecting from damages.
3. Buyer is responsible for return delivery cost.
4. As a compensation of Seller costs, a 25% of the good's net price is deducted.

§ 8. Complaints and Guarantee

1. The Seller will guarantee the quality of raw materials and of workmanship, with having regard to the stand of technology, within 12 months of the date of sale. However, any demands due to guarantee rights must be presented within 12 months since the day of invoice's issue.
2. Seller's responsibility due to warranty for physical defects is excluded.
3. Goods or its elements that seem to be not used properly and conformable to their purpose or technical specification or are physically damaged are not covered by guarantee.
4. Complaints of damages of shipment packages are recognized by Seller within 24 hours from the date of goods' receive by the customer.
5. Notification of factory defect should happen within 48 hours from the date of giving out the good or service by filling out a complain form available on website www.cwk.com.pl. Notifications presented in any other form will not be considered.
6. Seller takes on an obligation to perform any repairs due to the guarantee on his own cost.
7. Goods that are complained about has to be sent to Seller by Buyer in a package that guarantees safety from damages, and after agreeing terms of payment and way of shipping.

8. In justified situation, shipping cost shall be returned do Buyer, after presenting the bill of lading and invoice.

9. If a guarantee is unjustified, transport costs are to be paid by Buyer.

§ 9. Final statements

1. All the legal disputes that may occur between parties due to contract execution, basing of these „TaC” shall be if possible settled out of court, or in court if there is no other possibility.

2. All cases put on court shall be settled by court of Seller's actual and local jurisdiction.

3. Seller reserves right to change **Terms and Conditions**. Changes are binding to other party at the moment of delivery in an usual way agreed between the parties in a way that allows other party to acquaint with new Terms and Conditions

4. An up-to-date „TaC” are always available in the Seller's office and on the website: www.cwk.com.pl

5. In cases not covered by these „TaC”, regulations of the Act from April 26, 1964 Polish Civil Code (Journal of Laws of the Republic of Poland, year 1964, no. 16/pos.93 with changes) are applicable

6. Not getting acquainted with „TaC” does not dismiss Buyer from its regulations.