



General Terms and Conditions of Sales Agreements for Products of Grupa Webi sp. z o. o. with its registered office in Poznań

1. Definitions

For the purposes of these general terms and conditions of product sales contracts, the following terms shall have the following meanings:

- 1) Complaint form – form available at <https://weba.com.pl/en/downloads/>, constituting an Annex to these General Terms and Conditions,
- 2) Buyer – a natural person conducting business activity, a legal person or an organizational unit without legal personality, which
 - a) is entered into the Central Register and Information on Business Activity (formerly the Business Activity Register) or the Register of Entrepreneurs of the National Court Register and
 - b) concludes an agreement with the Seller for a purpose directly or indirectly related to the professional or business activity he conducts,
- 3) Seller or WEBA – Grupa Webi sp. z o. o. z siedzibą w Poznaniu (61-037), with its registered office in Poznań at ul. Krańcowa 24, registered in the Register of Entrepreneurs of the National Court Register under KRS number 0000664594, whose registration files are kept at the District Court Poznań - Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, NIP: 7772619447, REGON: 63426528800000.
- 4) General Terms and Conditions (GTC) – these General Terms and Conditions of Product Sales Agreements in the company Grupa WEBA sp. z o. o. with its registered office in Poznań.

2. General provisions

- 2.1. These General Terms and Conditions of Product Sales Agreements constitute an integral part of product sales agreements concluded by WEBA with Buyers, provided that in a situation where the Buyer is connected with WEBA by a separate commercial agreement, the provisions of these General Terms and Conditions shall apply only to the extent not regulated in separate commercial agreements connecting the Buyer with WEBA.
- 2.2. These GTC are made available to Buyers by placing them on the WEBA's website, at <https://weba.com.pl/en/downloads/> and by attaching by the Seller an appropriate hyperlink to the above address to the e-mail containing an offer to conclude a sales agreement with the Buyer.

3. Conclusion of the sales contract

- 3.1. The conclusion of the sales contract between the Buyer and WEBA takes place in the following manner:
- 3.2. Offering:
 - a) The buyer sends an e-mail request for a quote specifying the guidelines and the quantity of the ordered product to the address export@weba.com.pl or to the appropriate export manager.
 - b) WEBA sends the offer or informs about the withdrawal from submitting the offer within a period depending on the level of complexity and the deadlines of the suppliers.



3.3. Ordering:

- c) If the offer received by the customer is accepted, the buyer sends an order referring to the submitted offer by e-mail to the address from which the offer was submitted.
- d) By placing an order, the buyer accepts these GTC
WEBA sends a confirmation of order acceptance to the address from which the order was sent.

4. Subject of sales contracts

WEBA undertakes to sell to the Buyer the products that are the subject of the sale, as to quantity and type specified in the order placed by the Buyer in accordance with the procedure described in point 3 above.

5. Issuance and receipt of sale items

- 5.1. WEBA will deliver the product or products being the subject of sale to the Buyer no later than the date agreed by the Parties.
- 5.2. The buyer will collect the item for sale immediately after it is offered by WEBA.
- 5.3. The delivery and collection of the sale item will take place at WEBA's place of business, unless the Buyer indicates a different place of delivery and collection of the sale item during the ordering process. If the Buyer indicates a different place of delivery and collection of the Sale Item than WEBA's place of business, the Buyer shall cover the costs of transporting the sale item.
- 5.4. If the Buyer indicates that the delivery and collection of the subject of sale will take place at the Buyer's company, the Buyer declares that the persons active at the headquarters of his company are authorized to collect the subject of sale.
- 5.5. If the Buyer indicates that the delivery and collection of the item for sale will take place outside the Buyer's company, the Buyer is obliged to indicate by e-mail at least the first and last name of the person authorized to receive the item for sale. If the person authorized to receive the item for sale is not indicated in the manner described above, WEBA will release the item for sale to the person who presents the receipt issued by the Buyer or to the person invoking authorization to receive the item for sale.

6. Price

- 6.1. The price of the item for sale is the price proposed by WEBA and accepted by the Buyer in the ordering process.
- 6.2. After accepting the order, WEBA will issue a VAT invoice to the Buyer.
- 6.3. The Buyer shall pay the price based on the VAT invoice within the time specified in the content of this VAT invoice.
- 6.4. In the event of delivery and collection of the item of sale at the Buyer's enterprise or outside the Buyer's enterprise, the Buyer shall cover the costs of transporting the item of sale. The costs of transport shall be added to the VAT invoice referred to in point 6.2 above.
- 6.5. All prices of items of sale offered to the Buyer by WEBA are net prices, which will be increased by WEBA by the value added tax (VAT) at the rate applicable at the time of issuing the VAT invoice.

7. Price – additional reservations

- 7.1. In the event of a significant change in the prices of raw materials after WEBA has

accepted the order, the price of the item of sale may change, of which WEBA shall notify the Buyer by e-mail.

- 7.2. In the event of a price increase of more than 10%, the Buyer has the right to withdraw from the order within 3 days of learning about the price increase.
- 7.3. In the event of a change in the prices of raw materials that would result in a price increase of 20% or more, WEBA is entitled to withdraw from the execution of the accepted order.
- 7.4. The Buyer's declaration of withdrawal from the order referred to in point 7.2 above requires written form to be effective.
- 7.5. WEBA's declaration of withdrawal from the order referred to in point 7.3 above may be submitted in any form, in accordance with the provisions of Article 60 of the Civil Code.

8. Storage

- 8.1. If the item for sale is not collected within the agreed time, the Seller will store it in a non-deteriorated condition or, at the Buyer's expense, will hand it over to another person for storage for a maximum of 14 days.
- 8.2. For the storage of the Item of Sale by the Seller, the Buyer shall pay the Seller a fee of 0.1‰ (one per mille) of the price of the item of sale for each day of storage following the agreed date of collection of the item of sale.
- 8.3. In the event of failure to collect the item for sale after the 14-day storage period referred to in paragraph 1 above, the Seller has the right to withdraw from the sales agreement concluded with the Buyer.
- 8.4. In the event of the Seller withdrawing from the sales contract pursuant to point 8.3 above, the Buyer shall pay the Seller a contractual penalty in the amount equal to the gross sales price.

9. Warranty

The Seller is liable to the Buyer for physical and legal defects of the item sold under the terms set out in the Civil Code, with the proviso that:

- a) The Buyer loses the warranty rights if he/she does not examine the item for sale or does not notify the Seller of the defects found immediately, no later than within one (1) business day from the date of receipt of the item for sale, and in the event that the defect is revealed only later - if he/she does not notify the Seller within one (1) business day from the date of detection of the defect; the letter notifying about the defects must include at least:
 - the type and quantity of products subject to complaint,
 - date and number of the VAT invoice issued by WEBA,
 - reason for the complaint,
 - description of defect

if it is necessary to dismantle the item for sale, the Buyer loses the warranty rights for physical defects of the item for sale if, at the Seller's request, he does not allow the Seller to inspect the item for sale before dismantling,

- b) The Buyer is obliged to deliver the item of sale, the defects of which he complains about, to the Seller at his own expense and risk.,
- c) if the complaint is accepted, the Seller will, at its own expense, send the item for sale, the defects of which will be removed or - if the defects cannot be removed - the item for sale free from defects, at the same time compensating the Buyer for the

- costs of delivering the complained product to the Seller,
- d) if the Parties have agreed that the delivery and collection of the subject of sale is to take place in parts and the Seller, despite the Buyer's request, has not delivered the same quantity of defect-free products instead of the defective ones, the Buyer may not withdraw from the contract with regard to the part of the products that are to be delivered later,
 - e) The Seller undertakes to consider complaints within 14 days of receiving the item of sale that is the subject of the complaint.
 - f) The condition for the Seller to consider the complaint is to deliver to the Seller a notification of defects, referred to in letter a above, in writing via e-mail - to the address export@weba.com.pl, in accordance with the procedure described in the detailed conditions for reporting and considering complaints and exercising warranty rights, referred to in letter g below, using the completed Complaint Form, unless otherwise stated in the content of this procedure.
 - g) Detailed conditions for submitting and processing complaints and exercising warranty rights are regulated in point 11 below.

10. Guarantee

10.1. Depending on the category of the item sold, the following product groups are distinguished, to which different Buyer's warranty rights apply:

- a) the Seller's own products, other than gas connection units, gas stations and points referred to in letter c) below, are covered by the Seller's warranty on the terms described in points 10.2. - 10.10. below, the term of which is 36 months from the date of purchase of the item sold,
- b) products distributed by the Seller, other than its own products referred to in letter a) above, are covered by the manufacturer's warranty for the given item of sale, under the terms and conditions specified in the warranty card of the manufacturer of the item of sale,
- c) gas assemblies at the connection, gas stations and points are covered by the Seller's warranty on the terms described in paragraphs 10.2. - 10.10. below, the term of which is 36 months from the date of purchase of the item of sale, and the Seller's warranty does not cover the elements of the gas assembly equipment, in particular:
 - regulators,
 - gas meters,
 - relief valve,
 - pressure converter,
 - electronic volume correctors,
 - telemetry and other electronic devices.

The above-mentioned equipment elements are subject to the manufacturer's warranty under the conditions specified in the warranty cards of the individual equipment elements.

10.2. The Seller is liable under the quality guarantee for each item of sale produced by him, in accordance with the provisions of point 10.1. letters a) and c) above (hereinafter also: **"Seller's Guarantee"**). Each item of sale produced by the Seller is marked with a label containing in particular:

- manufacturer's designation,
- product name,
- product index and batch number.

Each sticker has a colored Seller's logo.

- 10.3. The Seller's Guarantee does not cover the external appearance of the item for sale, but only its properties that are important due to the function performed by the item for sale - tight gas transmission and safety of the gas installation in which it is to be used. In the case of gas boxes manufactured by the Seller, the warranty also covers perforation of the housing with rust.
- 10.4. The Seller's Guarantee does not cover mechanical damage, including damage caused in particular by:
 - improperly performed tightness test,
 - improper assembly,
 - improper securing during transport or storage,
 - subsidence of land and buildings and stresses in the installation.
- 10.5. The Buyer loses the warranty rights as a result of any unauthorized interference by the Seller with the subject of Sale, consisting in particular in the introduction of changes and modifications to the subject of sale or dismantling of components or accessories of the subject of sale.
- 10.6. The Buyer loses the warranty rights if he/she does not examine the item for sale or does not notify the Seller of the defects found immediately, no later than within 7 (seven) business days from the date of receipt of the item for sale, and in the event that the defect is revealed later - if he/she does not notify the Seller within 1 (one) business day from the date of detection of the defect; the letter notifying about the defects should contain at least:
 - type and quantity of products subject to complaint,
 - date and number of VAT invoice issued by WEBA,
 - reason for complaint,
 - description of defects;
- 10.7. In the event of the need to dismantle the item for sale, the Buyer shall lose the warranty rights if they do not allow the Seller to inspect the item for sale before dismantling it. Sending the Seller appropriate photographic documentation to the e-mail address indicated in point 10.8 below is considered equivalent to conducting an inspection, unless the Seller informs the Buyer that photographic documentation is not sufficient in a specific case.
- 10.8. Notification to the Seller about defects referred to in point 10.6 above should be made in writing or by e-mail - to the address export@weba.com.pl or to the appropriate export manager.
- 10.9. The condition for the Seller to consider a complaint is to deliver to the Seller a notification of defects, referred to in point 10.6. above, via e-mail - to the address export@weba.com.pl or to the appropriate export manager, in accordance with the procedure described in the detailed conditions for reporting and considering complaints and exercising warranty rights, referred to in point 10.10. below, using the completed Complaint Form, unless otherwise stated in the content of this procedure.
- 10.10. Detailed conditions for submitting and processing complaints and exercising warranty rights are regulated in point 11 below.

11. Procedure for reporting and detailed regulations regarding warranty and guarantee claims

- 11.1. The Seller is liable to the Buyers under the warranty and guarantee on the terms specified in these General Terms and Conditions of Sale Agreements,

- 11.2. The method of reporting and handling all complaints and claims is regulated below, taking into account differences resulting from the most common reasons for reporting complaints by Buyers and subject to the specific conditions for submitting complaints regarding gas units, gas stations and points, referred to in point 11.9 below.
- 11.3. Rules and conditions for filing a complaint regarding a sale item damaged during transport and a quantity complaint
- 1) A complaint in the event of receiving a product damaged during transport or delivered to the Buyer in an incorrect quantity must be filed:
 - a) via e-mail, to the e-mail address: export@weba.com.pl or to the appropriate export manager, using the Complaint Form,
 - a) by submitting a complaint to the sales specialist serving the Buyer in person at the Seller's registered office.
 - 2) The complaint must be filed no later than five (1) business days from the date of receipt of the item of sale, and if the defect is revealed later, within five (1) business days from the date of detection of the defect. In the event of a complaint related to damage to goods during transport, the Buyer or a third party receiving the shipment on behalf of the Buyer is obliged to verify whether the shipment bears traces of damage incurred during transport.
 - 3) The condition for accepting a complaint on the basis described in this point 11.3. is to deliver to the seller a damage report prepared with the participation of an employee of the company that carried out the transport of the shipment. The complaint will then be considered by the company in question, which generally takes place within 30 days of reporting.
- 11.4. Rules and conditions for filing a complaint regarding the item of sale in the event of physical defects
- 1) The Buyer loses the warranty rights if he/she does not examine the item for sale or does not notify the Seller of the defects found immediately, no later than one (1) business day from the date of receipt of the item for sale, and in the event that the defect is revealed only later – if he/she does not notify the Seller within one (1) business day from the date of detection of the defect.
 - 2) The Buyer loses the warranty rights if he/she does not examine the item for sale or does not notify the Seller of the defects found immediately, no later than 7 days from the date of receipt of the item for sale, and in the event that the defect is revealed only later – if he/she does not notify the Seller within 1 (one) business day from the date of detection of the defect.
 - 3) The condition for the Seller to consider the complaint is to deliver to the Seller the notification of defects referred to in point 1 above, in writing or via e-mail – to the address export@weba.com.pl or to the appropriate export manager, using the completed Complaint Form.
 - 4) The Seller will consider a complaint about a defective product within 14 calendar days from the date of the Buyer's complaint if the complaint concerns the Seller's own product.
 - 5) In the case of a product distributed only by the Seller, which is not a product of the Seller's own, the complaint will be considered in accordance with the manufacturer's regulations.
- 11.5. Complaint Form
- 1) The condition for the Seller to consider a complaint is to submit it to the Seller in writing or by e-mail – to the address export@weba.com.pl or to the

appropriate export manager, in compliance with the requirements indicated in points 2-3 below, using the completed Complaint Form, subject to point 11.9 below.

- 2) The content of the complaint should indicate:
 - a) the item of sale to which the complaint relates,
 - b) the VAT Invoice number,
 - c) the date of purchase,
 - d) the date of finding the defect,
 - e) a description of the defect,
 - f) a description of the request.
- 3) If the Buyer's complaint is accepted, the Seller will propose an appropriate method of considering the complaint, in accordance with the provisions of generally applicable law, taking into account circumstances such as:
 - the request indicated by the Buyer,
 - the degree of difficulty and the waiting time for the replacement or repair of the item of sale,
 - the nature of the defect (in particular whether the defect is significant or insignificant) and
 - the fact whether the goods have already been complained about by the Buyer.

In each case where there are alternative possibilities for handling a complaint, the final decision as to the manner of handling the complaint may be made by the Buyer.

11.6. Return of defective goods

- 1) The Buyer is obliged to send the complained item of sale to the Seller's registered office address at his own expense and risk, unless otherwise agreed with Weba, in order for the Seller to make his own expertise or to forward the complained item of sale to the manufacturer of a specific product.
- 2) The parcel containing the item of sale returned in accordance with point 1 above must be accompanied by a properly completed Complaint Form.
- 3) After conducting its own expertise, the Seller undertakes to deliver the claimed item of sale to the Buyer, depending on the decision, the cost of transport will be covered by the Seller or made available to the Buyer.

11.7. Acceptance of complaints

- 1) If the complaint is accepted in accordance with the Buyer's request, the Seller will, at its own expense, send the Buyer the item of sale, the defects of which will be removed in advance or - if it is impossible to remove the defects - will send the Buyer the item of sale free from defects, or will propose an alternative way of resolving the complaint.
- 2) In the event of the occurrence of the case described in point 1 above, the Seller will reimburse the Buyer for the costs of delivering the complained product to the Seller.

11.8. Return of goods

- 1) The Buyer is entitled to return the item of sale to the Seller within 30 calendar days from the date of its receipt, subject to the conditions specified in points 2 - 3 below, unless otherwise stated in the content of the obligation between the Buyer and the Seller.
- 2) The Buyer is entitled to return the item of sale only if the following conditions are cumulatively met:

- a) the item for sale is of full value, in its original, undamaged packaging,
 - b) the item for sale does not have any traces of use or assembly,
 - c) the item for sale at the time of return is in the current commercial offer of the Seller (it has a catalogue price in the current price list).
- 3) The Buyer's right referred to in point 1 above does not apply:
- a) PE pipes,
 - b) products manufactured or purchased in special, atypical quantities that meet the Buyer's needs and which quantities resulted in a change to the Seller's previously established, normal production or purchasing plan,
 - c) gas units,
 - d) gas points,
 - e) gas stations and
 - f) goods manufactured to special customer orders.
- 4) The Buyer is obliged to send the returned item of sale to the Seller's registered office address at their own expense and risk
- 5) The parcel containing the item of sale returned in accordance with the content of point 4 above must be accompanied by a properly completed Return Form.
- 11.9. Special conditions for filing complaints regarding gas units, gas stations and gas points
- 1) Complaints regarding gas units and gas stations and points should be reported by the Buyer in a manner other than that resulting from the provisions contained in points 11.1. - 11.8. above - by e-mail to the following address: export@weba.com.pl or to the appropriate export manager.
 - 2) The notification referred to in point 1 above must include:
 - a) the serial number of the gas unit,
 - b) the address of the gas unit installation,
 - c) the details of the Buyer submitting the complaint,
 - d) the date the defect was discovered,
 - e) the number of the purchase document.
 - 3) The Seller is obliged to consider the complaint within 14 days from the date of its submission.
 - 4) If the complaint is accepted, the defect of the gas assembly will be removed within 14 days from the date of consideration of the complaint, referred to in point 3 above, subject to point 5 below.
 - 5) The deadline for removing the defect will be appropriately postponed by the period in which the parts necessary to remove the defect will be delivered to the Seller by their manufacturer, and the deadline for removing the defect will not exceed 60 days in any case.
 - 6) If the complaint is considered unjustified, the Buyer will be charged with the costs incurred by the Seller, including in particular the costs:
 - a) expertise,
 - b) travel,
 - c) service hours.
 - 7) In the event of a complaint regarding a device dismantled from a gas assembly, such as a reducer, gas meter or manometer, the complaint will be considered only after the Buyer has sent the complained device to the Seller's registered office address.
 - 8) In the event of a complaint regarding the installation in the gas assembly, in

particular in the event of a leak, the manufacturer's service will come to the place of installation of the gas assembly, if it is located within the administrative borders of the Republic of Poland.

- 9) Gas reducers, gas meters, blow-off valves, pressure transducers, correctors, telemetry and other electronic devices constituting the equipment of the gas assembly are not covered by the warranty granted by the Seller for the gas assembly. In this case, the Seller's liability is limited to liability under the warranty, and these devices may be covered by the warranty on the terms specified by their manufacturers.
- 10) The Seller is not liable for damage caused by improperly performed tightness tests, changes in the reducer settings, faulty assembly, connection stresses and any other mechanical damage.
- 11) Warranty rights expire as a result of unauthorized interference with the item sold by unauthorized persons, in particular during installation or dismantling of devices that are part of the equipment of the item sold.

12. Right of retention

- 12.1. In the event that the Buyer is in delay with the fulfillment of any obligation under any sales agreement between the Parties, the Seller has the right to retain the subject of sale until such obligation is fulfilled.
- 12.2. In the event of the Buyer's delay in paying the price for the received subject of sale, WEBA has the right to suspend the fulfillment of the Buyer's remaining orders.

13. Confidentiality clause

The parties are obliged to keep confidential all information they have obtained in connection with the performance of the concluded sales agreements.

14. Personal data

- 14.1. The Seller is the administrator of the Buyer's personal data.
- 14.2. The Buyer's personal data are processed for the following purposes and on the basis of the following legal bases:
 - 1) conclusion and performance of the contract - art. 6 sec. 1 letter b GDPR,
 - 2) performance of tax and accounting obligations - art. 6 sec. 1 letter c GDPR,
 - 3) defense, investigation or determination of claims related to the contract, which is a legitimate interest pursued by the Seller - art. 6 sec. 1 letter f GDPR,
 - 4) identification of a returning customer, which is a legitimate interest pursued by the Seller - art. 6 sec. 1 letter f GDPR,
 - 5) handling inquiries sent by Buyers that do not yet lead to the conclusion of the contract, which is a legitimate interest pursued by the Seller - art. 6 sec. 1 letter f GDPR.
- 14.3. The recipients of the Buyer's personal data are:
 - transport companies,
 - tax offices,
 - accounting office,
 - law firm,
 - hosting provider,
 - invoicing system provider:
- 14.4. The Buyer's personal data are stored in the Seller's database for the entire duration of the business activity in order to ensure the possibility of identifying a returning

customer, which the Buyer may object to, however, by requesting the removal of their data from the Seller's database. If such an objection is filed before the expiry of the limitation period for claims from the concluded contract, the Seller will have an overriding interest in storing the Buyer's data until the expiry of the limitation period for claims. Accounting documentation containing the Buyer's personal data is stored for the period required by law.

14.5. Buyer's rights related to personal data processing: the right to request access to personal data from the Seller, the right to rectify, delete, limit processing, the right to object to processing, the right to transfer data, the right to file a complaint to the President of the Personal Data Protection Office.

14.6. The provision of personal data by the Buyer is voluntary, but necessary to contact the Seller and conclude an agreement.

15. Final provisions

15.1. The performance of the sales agreement between the Parties, of which these GTC are an integral part, is subject to Polish law. In matters not regulated, the provisions of Polish law shall apply.

15.2. The court competent to resolve disputes between the Parties shall be the competent common court with local jurisdiction for the registered office of WEBA.

16. Attachments.

16.1. The Complaint Form is an annex to these Regulations and an integral part thereof.