

WEBMOTION

General Terms of Business

How webmotion delivers website and web application projects for businesses.

VERSION	EFFECTIVE FROM	CONTRACTOR	CONTACT
1.0	1 Oct 2026	Paweł Kościak	contact@webmotion.io

§ 1 Definitions

In these General Terms, the following terms mean:

- a) Estimate — the Contractor's numbered and versioned offer setting out the scope, fee, schedule and assumptions of a project, together with its later versions accepted under § 6;
- b) Agreement — the agreement concluded by accepting an Estimate under § 2, consisting of the Estimate and these General Terms;
- c) Project — the result of the work described in the Estimate;
- d) Fixed-price work — Estimate items priced at a fixed price;
- e) Hourly work — Estimate items marked as billed hourly (time & material);
- f) Materials — texts, photos, logos, data, access credentials and other materials provided to the Contractor by the Client;
- g) Third-party components — software and works of third parties used in the Project under their own licences, in particular WordPress, plugins, themes, programming libraries, fonts and stock photos;
- h) Business day — Monday to Friday, excluding public holidays in Poland;
- i) Documentary form — in particular an email sent from an address specified in § 13.

§ 2 Scope and conclusion of the Agreement

- 1. These General Terms govern projects delivered by Paweł Kościak, a sole proprietor doing business as webmotion Paweł Kościak, Cieszacin Wielki 43, 37-500 Jarosław, Poland, tax ID (NIP) 7922330560 (the "Contractor"), for businesses (the "Client"), unless the parties have signed a separate written agreement.
- 2. These General Terms apply only to businesses entering into the Agreement as part of their professional activity. The Contractor does not conclude Agreements under these General Terms with consumers.
- 3. The Agreement is concluded when the Client accepts the Estimate in Documentary form, quoting its number and version, within the Estimate's validity period. By accepting the Estimate, the Client accepts these General Terms in the version referred to in the Estimate or, if none is referred to, in force on the day of acceptance.
- 4. The Contractor performs Fixed-price work as a specific work within the meaning of Article 627 of the Polish Civil Code, and Hourly work as services governed by the provisions on mandate (Article 750 of the Polish Civil Code).
- 5. If the Estimate and these General Terms conflict, the Estimate prevails. The Client's own terms of business do not apply unless the Contractor accepts them in Documentary form.
- 6. The Contractor may subcontract parts of the work, remaining liable for subcontractors as for its own acts.

§ 3 Timeline

1. Work will start on a date agreed by the parties in Documentary form, but not before the advance payment has been received, if the Estimate provides for one.
2. The planned delivery time and schedule are set out in the Estimate; deadlines run from the start of work.
3. Deadlines are extended by any delay of the Client in providing Materials, feedback or payments, and by any interruption of the work for reasons the Contractor is not responsible for, in particular the acts of hosting, domain or other third-party service providers.

§ 4 Cooperation and the Client's obligations

1. The Client will provide Materials by the dates set in the schedule or, if none are set, within 5 Business days of the Contractor's request.
2. The Client will give feedback and approvals within 5 Business days of receiving work for review.
3. The Client warrants that it holds the rights to the Materials needed to use them in the Project and will indemnify the Contractor against any third-party claims that the Materials infringe their rights.
4. The persons designated by the parties in the correspondence about the Estimate may agree day-to-day matters, give feedback and approve stages and scope changes on behalf of the parties in Documentary form.

§ 5 Acceptance

1. The Project is accepted in the stages set out in the Estimate or, if none are set out, in one go on completion.
2. The Contractor notifies the Client in Documentary form that a stage is ready for acceptance.
3. Within 7 Business days of the notice, the Client either accepts the stage or sends, in Documentary form, a list of defects, meaning non-conformities with the Estimate or these General Terms. The Contractor remedies them within a reasonable time and resubmits the stage for acceptance.
4. If the Client reports no defects within the period set in paragraph 3, the stage is deemed accepted without reservations. The Project or any part of it that the Client has started to use in production, in particular by making it publicly available, is also deemed accepted.
5. Minor defects that do not prevent use of the Project do not hold up acceptance; the Contractor remedies them under the warranty.
6. The parties may confirm acceptance with an acceptance report; the lack of one does not affect paragraph 4.

§ 6 Scope changes

1. A scope change is any work beyond the Estimate, in particular new features, revision rounds beyond those in the Estimate and changes to items the Client has already approved.
2. At the Client's request, the Contractor presents a new version of the Estimate showing the effect of the change on the fee and deadlines. The change becomes binding once the Client accepts it in Documentary form; from then on the Agreement includes the accepted version of the Estimate, without the need for an amendment.
3. Instead of a new Estimate version, the parties may agree in Documentary form that the change is performed as Hourly work at the hourly rate in the Estimate.

§ 7 Fees and payment

1. The fee, hourly rate and payment schedule are set out in the Estimate. Amounts in the Estimate are net; VAT at the applicable rate is added unless the Estimate states that the reverse charge applies.
2. Hourly work, if the Estimate includes any, is billed by the time actually worked. The Contractor will not exceed the upper end of the range in the Estimate without the Client's approval in Documentary form, sends a weekly report of hours with task descriptions, and invoices monthly.
3. Invoices are payable within 14 days of delivery by bank transfer to the account stated on the invoice. The Client accepts electronic invoices, including invoices issued through the Polish National e-Invoicing System (KSeF) and delivered by email. Payment is made when the Contractor's account is credited.
4. In case of late payment, the Contractor is entitled to statutory interest for late payment in commercial transactions and to compensation for recovery costs under the Polish Act of 8 March 2013 on counteracting excessive delays in commercial transactions.
5. If a payment is more than 14 days late, the Contractor may suspend the work until payment after notifying the Client in Documentary form; deadlines are extended by the time of suspension.
6. The fee includes remuneration for the licence under § 8. The Client bears the costs of paid Third-party components, domain and hosting, unless the Estimate states otherwise.

§ 8 Copyright

1. Upon payment in full of the fee due for a given stage, the Contractor grants the Client a non-exclusive licence, unlimited in territory, for 50 years, to use the works it created in that stage for the Project, in particular designs, source code and documentation, including the right to modify them and to grant sublicences in connection with using the Project, in the following fields of use:
 - a) recording and reproduction by any technique, including digital, in whole or in part;
 - b) loading into the memory of computers and servers, storage and transmission over computer networks;
 - c) making available to the public in such a way that anyone may access them at a place and time of their choosing, in particular on the internet;
 - d) placing on the market, lending and renting the original or copies;
 - e) public performance, exhibition, display and playback, broadcasting and rebroadcasting;
 - f) for computer programs — also translation, adaptation, rearrangement and any other alteration (Article 74(4) of the Polish Act on Copyright and Related Rights);
 - g) use in the Client's advertising and promotional materials.
2. At the Client's request made after payment in full, the Contractor will transfer to the Client the economic copyrights to these works in the fields of use in paragraph 1 at no extra charge, by an agreement or acceptance report signed in written form, as required under Polish law for a transfer of copyright.
3. Until payment, the Contractor grants the Client a non-exclusive licence to use the works as needed for review, testing and acceptance.
4. The Contractor undertakes not to exercise its moral rights in the works against the Client or its successors in a way that would limit their use under the Agreement.

5. Neither the transfer nor the licence in paragraph 1 covers Third-party components — the Client uses them under their own licences (e.g. the GNU GPL for WordPress), and the Contractor will list them in the documentation handed over at final acceptance. Nor do they cover the Contractor's general-purpose tools and code created independently of the Project and used across projects (the "Contractor's Library"). For any part of the Contractor's Library used in the Project, the Contractor grants the Client a non-exclusive licence, unlimited in territory, in the fields of use in paragraph 1, for 50 years, including the right to modify it and to transfer the licence together with the Project.
6. The Contractor will hand over the Project's source code no later than at final acceptance — by granting access to the repository, delivering an archive or deploying the Project to a server designated by the Client.
7. Once the Project is publicly available, the Contractor may mention and present it, including screenshots and the Client's name, in its portfolio and promotional materials.

§ 9 Warranty

1. The Contractor gives a warranty of 3 months from final acceptance. During this period it fixes bugs free of charge, meaning behaviour of the Project that does not conform to the Estimate or these General Terms.
2. The Contractor will start fixing a bug within 2 Business days of it being reported in Documentary form and will fix it within a reasonable time, taking its severity into account.
3. The warranty does not cover bugs caused by changes to the Project made by the Client or third parties, by updates of Third-party components, WordPress, PHP or the server made after final acceptance outside a maintenance agreement with the Contractor, by hosting or other third-party services, or by use of the Project contrary to its purpose. Nor does it cover new features or scope changes.
4. To the extent permitted by law, the parties exclude the Contractor's statutory liability for defects (rękojmia); the Client's remedies for defects of the Project are set out in this section.

§ 10 Liability

1. The Contractor's liability for non-performance or improper performance of the Agreement is limited to actual loss, excluding lost profits, and capped at the net fees paid to the Contractor under the Agreement.
2. The limitation in paragraph 1 does not apply to damage caused intentionally.
3. The Contractor is not liable for the Materials, Third-party components or third-party services, in particular hosting, domains, email, payments and external APIs, nor for loss of data where the Client is responsible for backups.

§ 11 Confidentiality and personal data

1. Each party will keep confidential any non-public information about the other party obtained in connection with the Agreement, including access credentials, and use it only to perform the Agreement.
2. This obligation does not apply to information that must be disclosed by law, nor to information about the cooperation to the extent set out in § 8.
3. The confidentiality obligation lasts for the term of the Agreement and 3 years after it ends.
4. After final acceptance, the Contractor will delete the access credentials it received from its systems, unless the parties have concluded a maintenance agreement; the Client may then change them.
5. If the Contractor is to process personal data on behalf of the Client when performing the Agreement, in particular when migrating data, handling forms or hosting, the parties will conclude a data processing agreement compliant with Article 28 GDPR before any data is shared.

6. Each party is a separate controller of the personal data of its own staff and contractors shared with the other party to perform the Agreement (name and business contact details) and processes it to communicate about the Agreement, based on Article 6(1)(f) GDPR. The party sharing the data will inform the people concerned.

§ 12 Withdrawal from the Agreement

1. The Client may withdraw from the Agreement at any time before the Project is completed. It will then pay for the work done up to the date of withdrawal — based on the Estimate items completed in whole or in part, in proportion to their progress — for the Hourly work performed and for the costs incurred by the Contractor. Any advance paid is credited against this amount.
2. The Contractor may withdraw from the Agreement if the Client, despite a request in Documentary form setting a deadline of at least 14 days, is more than 30 days late with a payment or fails for more than 30 days to provide Materials or feedback, making it impossible to continue the work. The Client will then pay as set out in paragraph 1.
3. The rights of withdrawal in paragraphs 1 and 2 may be exercised until final acceptance. A notice of withdrawal must be made in Documentary form.
4. Withdrawal takes effect for the future. § 8 applies to the work done up to the date of withdrawal — the licence to use it is granted upon payment of the fee due for it.

§ 13 Final provisions

1. Correspondence about the Agreement, including notices, approvals and requests, may be sent in Documentary form: to the Contractor at contact@webmotion.io; to the Client at the address from which it accepted the Estimate.
2. The Contractor may amend these General Terms; amendments do not apply to Agreements concluded before the new version was published. The current version is available at webmotion.io and on request.
3. Matters not regulated here are governed by Polish law, in particular the Polish Civil Code and the Polish Act on Copyright and Related Rights.
4. The parties will try to settle disputes amicably. Disputes that cannot be settled this way will be resolved by the common court having jurisdiction over the Contractor's registered place of business.