

# General purchase terms and conditions

## I. GENERAL PROVISIONS

1. Goods, products, equipment, tools and services by ZETKAMA S.A., hereinafter referred to as the Buyer, may be purchased in accordance with provisions of these General Terms and Conditions of Product and Service Purchase, hereinafter referred to as the General Purchase Terms and Conditions. The General Purchase Terms and Conditions may be modified, amended or some of the provisions may be excluded from application by the Buyer in orders or appendices to orders provided by the Buyer to Suppliers.

2. Application of the General Purchase Terms and Conditions by the Supplier may only be deviated with written consent of the Buyer.

3. Buyer's waiver of application of specifically determined purchase terms and conditions in special cases shall be binding only and solely in respect a particular order and in no case shall be deemed by the Supplier as applicable to any subsequent orders placed by the Buyer.

4. In case of any discrepancies between provisions of Buyer's General Purchase Terms and Conditions and Supplier's General Purchase Terms and Conditions, provisions included in Buyer's the General Purchase Terms and Conditions shall prevail.

5. The following terms used in the General Purchase Terms and Conditions shall have the following meaning:

a) "product" – means all materials, articles, equipment, goods and other objects purchased by the Buyer,

b) "service" – means all services provided for the Buyer as a result of execution of agreements concluded with the Buyer,

c) "date of dispatch" – means a date of dispatching a product from Supplier's warehouse,

d) "contractual date of service provision" – means a date of commencement of service provision agreed in an order,

e) "date of delivery" – means a date of goods delivery to Buyer's warehouse or another place specified in an order, and also means a date of provision of a service specified in an order.

## II. TERMS AND CONDITIONS OF PURCHASE AGREEMENT CONCLUSION

1. A purchase agreement resulting from Buyer's order is concluded when the Buyer receives a confirmation of order acceptance for execution by the Supplier on terms and conditions in accordance with the content of the order as well as provisions of these General Purchase Terms and Conditions.

2. Any change of Buyer's general and detailed purchase terms and conditions made by the Supplier without consulting the Buyer shall not be binding for the Buyer and may result in cancellation of an order without any right to compensation for the Supplier. Any changes in detailed terms and conditions of an order or pertaining to General Purchase Terms and Conditions shall only be possible and binding for the parties if accepted by the Buyer and confirmed by the Buyer in writing in the form of an appendix to the order.

3. Buyer's order may be confirmed by the Supplier by fax or e-mail. Any arrangements in this respect between the Supplier and the Buyer shall be binding for the parties only if confirmed in writing as stipulated above.

4. If the Buyer has a framework agreement for product delivery or service provision concluded with the Supplier, it can be enclosed to the General Purchase Terms and Conditions as an appendix, which would eliminate the requirement to provide the content of these stipulations

with every order placed by the Buyer to the Supplier. In such cases, the Buyer shall refer to stipulations of the General Purchase Terms and Conditions provided earlier to the Supplier.  
5. Supplier's commencement of execution of Buyer's order shall be deemed as full acceptance of Buyer's detailed terms and conditions of the order as well as provisions of these General Purchase Terms and Conditions.

### **III. PRICE**

1. For the purpose of mutual settlements between the parties, prices specified in Buyer's order accepted by the Supplier shall be deemed as binding.
2. Each Supplier's invoice shall use prices identical with the ones appearing on Buyer's order. Invoices containing prices specified otherwise shall not be accepted by the Buyer unless the Buyer accepts the same in writing and provides the consent to the Supplier as an appendix to the prior order.
3. The Supplier shall present the Buyer with discounts on prices before the date of delivery of products or conclusion of service provision.
4. Any potential advance payment paid to the Supplier by the Buyer shall be calculated on account of the prices of supplied products or provided service.

### **IV. DELIVERIES**

1. Ordered products shall be supplied in accordance with provisions of detailed terms and conditions specified in Buyer's order, shall be free from visible and latent defects, shall comply with requirements referred to in Section V, and shall be accompanied by a delivery record sheet. The delivery record sheet shall include a complete number and date of Buyer's order, range and number of supplied products. The delivery record sheet shall be provided to the Buyer for an acknowledgement of receipt.

2. Contractual Terms.

a) Delivery terms of products or provided services resulting from Buyer's order shall be strictly binding. The terms shall mean:

- in respect of products – the date of their receipt by the Buyer in the place specified in the order,
- in respect of services – the term of their receipt as confirmed by a transfer and receipt report signed by the Buyer,
- in respect of deliveries of products and services executed by stages – the date of their execution in accordance with terms resulting from the order pertaining to execution of individual order stages.

b) If the Supplier continues to be in default in respect of product delivery or ordered service provision, the Buyer shall be entitled to withdraw from the agreement without any compensation for the Supplier. This kind of decision shall be provided by the Buyer to the Supplier in writing and shall be effective immediately.

c) Products may be supplied before the agreed term only with consent of the Buyer provided that the payment for such deliveries shall become due as specified in the order.

3. The parties agree that the order is executed after a positive acceptance of products upon (quality and quantity) receipt in the place of their destination and, at the same time, Supplier's provision of material approvals, guarantee cards or other documents of kinds and dates of delivery specified in Buyer's order, pertaining to a given product.

## **V. SUPPLIER'S RESPONSIBILITY**

1. As a part of mutual contacts and business relations, the Buyer shall treat the Supplier as a specialist entity fully prepared to achieve the objectives and tasks resulting from the concluded agreement. In the aforementioned role, the Supplier shall be responsible towards the Buyer for any, including latent, defects of the products the Buyer supplies or the services the Buyer provides.

2. Any technical, constructional and technological data, plans and projects provided to the Supplier by the Buyer to execute an order can be used by the Supplier only and solely for this purpose and shall not be made available, published or transferred to any party without the Buyer's consent.

3. The Supplier declares and represents that the products sold to the Buyer are new, of prudent workmanship, checked and manufactured in a manner ensuring their intended use in accordance with terms and conditions resulting from the Buyer's order.

4. The Supplier acknowledges that the products comply with the Buyer's safety requirements, conform with any specifications and standards specified in the Buyer's order, and have marketing certificates for the area in which they are to be applied.

5. The Supplier shall be fully responsible towards the Buyer for failure to observe the aforementioned provisions.

## **VI. RECEIPT**

### **1. Products**

Without undue delay, the Buyer shall conduct a quality and quantity inspection of supplier products as well as accept them or refuse to accept them. The Buyer shall notify the Supplier, as soon as possible, about refusal to accept products stating relevant reasons. In 3 days after the date of the notification regarding refusal to accept a product, the Supplier shall express his position regarding the Buyer's decision. Products not accepted by the Buyer (unless otherwise agreed upon by the parties) shall be collected by the Supplier in 5 days after the date of refusal to accept the same by the Buyer and shall be replaced by products free from any defects. All the related costs shall be borne by the Supplier.

### **2. Services**

After completion of service provision, the Buyer shall accept the same by signing the Supplier's transfer and receipt, a copy of which shall be kept by the Buyer.

The Supplier undertakes to remove, at its own expense, all defects or discrepancies in respect of the Buyer's order discovered upon receipt of services in the term determined by the Buyer. The Buyer shall commence the receipt works in 7 days after the Supplier's notification of the readiness to transfer works.

## **VII. PAYMENTS**

1. All Supplier's invoices shall include data required in accordance with the VAT regulations. Moreover, they shall be issued in duplicate, include a number and the Buyer's order date and the date of product dispatch. Invoices shall also be accompanied by a document containing the name and address of the carrier.

2. Invoices shall be paid in accordance with payment terms and conditions specified in detailed terms and conditions in the Buyer's order. As the initial term for commencement of the payment term shall be the date when the Buyer receives, in the first place, a product or a service and, secondly, the Supplier's invoice.

## **VIII. PROPERTY PROTECTION**

The Supplier declares and represents that the products provided by the Supplier do not infringe any patent, trademark, proprietary utility design, Polish or foreign symbol or other rights resulting from industrial and intellectual property, and furthermore undertakes to repair any damage suffered by the Buyer as a result of infringement of the same.

## **IX. ORDER CANCELLATION**

1. The Buyer shall be entitled to cancel a placed order or withdraw, in whole or in part, from the concluded agreement with a notice to the Supplier and without additional calls to execute any obligation in the following cases:

- a) the Supplier goes into bankruptcy, liquidation or ceases to run further business,
- b) if the Supplier divides its enterprise, merges with another enterprise or sells the same,
- c) if the Supplier fails to comply with any stipulations resulting from detailed terms and conditions of the order or the General Purchase Terms and Conditions.

## **X. NO ASSIGNMENT**

The Supplier shall not sell its rights and obligations in respect of sale of products and services on terms and conditions resulting from Buyer's order and these General Purchase Terms and Conditions without prior written consent of the Buyer.

## **XI. NOTIFICATIONS**

Notifications resulting from the General Purchase Terms and Conditions shall be sent by fax, e-mail or registered letter, and shall be deemed as served on the date of their receipt confirmation by the addressee.

## **XII. RESOLUTION OF DISPUTES**

1. Any purchase agreement or legal action between the Supplier and the Buyer as a part of these General Purchase Terms and Conditions shall be subject to Polish law.
2. In case of international purchases to which international legal regulations is applicable, the Supplier and the Buyer agree that such regulations are excluded in respect of the agreements they conclude within the scope that the same exclude or are in conflict with these General Purchase Terms and Conditions.
3. Any disputes arising from purchase of products or services shall be resolved by the court of law having the jurisdiction over Buyer's registered seat.