

GENERAL TERMS AND CONDITIONS OF PURCHASE
OWZ 2110
Zetkama Sp. z o.o.

§ 1 DEFINITIONS

1. GTCP - General Terms and Conditions of Purchase applied by Zetkama Sp. z o.o.;
2. Agreement - means a contract of sale, delivery or other contract concluded by the Supplier and the Buyer along with attachments constituting its integral part, including the GTCP, on the basis of which the Buyer acquires the ownership of the delivered products;
3. Order - an order placed by the Buyer, signed by persons authorized to represent the Buyer;
4. Product - means all materials, goods, raw materials that are the subject of purchase under the Agreement or Order.
5. Supplier - means a company / legal or natural person selling / delivering the Product to the Buyer; and issuing an appropriate VAT invoice.
6. Buyer/Purchaser - means Zetkama Sp. z o.o.;

§ 2. GENERAL PROVISIONS

1. The GTCP constitute an integral part of all Orders or Agreements for the delivery of Products submitted by the Buyer to the Supplier.
2. The GTCP shall apply each time, unless the Order or the Agreement provides otherwise.
3. Provisions differing from the terms of the GTCP, in particular those contained in the Seller's terms and conditions of sale, are binding for the Buyer only if they are confirmed in writing by the Buyer.
4. The Seller's commencement of the performance of the Buyer's Order/Agreement is tantamount to accepting both the detailed terms of the Order and these GTCP.
5. Orders are placed by the Buyer in writing (fax, e-mail, or other), on the basis of information provided by the Supplier prior to placing the Order. Any statements made by the Supplier regarding the Product before the Buyer places an Order (e.g. responses to the Buyer's inquiries, price lists, promotional materials, etc.) shall not be considered an offer within the meaning of the Civil Code. The offer to conclude the agreement is the Order placed by the Buyer of the Supplier.
6. The Order is considered accepted and the Agreement concluded upon delivery to the Buyer of the Order confirmation from the Supplier, and if the Supplier does not raise any objections within three working days from the date of delivery, the Order is considered accepted and confirmed.

§ 3. DELIVERY TERMS AND DATES, PARTIAL DELIVERY

1. The Seller is obliged to deliver the Product on time, in accordance with the deadlines specified in the Order / Agreement. Earlier delivery of the Product or partial delivery of the Product requires the consent of the Buyer, which is allowed by phone or in writing.
2. Failure to deliver the Product on time entitles the Buyer to cancel the Order without penalty for the Buyer or refuse to accept any subsequent delivery of the Products, at the Buyer's choice.
3. The agreed date of delivery of the Product is final and the Supplier shall be liable for any damages resulting from failure to comply with the above-mentioned deadline. The Supplier's liability covers all losses incurred by the Buyer, as well as any profits lost by the Buyer due to failure to meet the deadline referred to in the preceding sentence, without prejudice to the obligation to meet the Product delivery date. The Supplier is obliged to immediately inform the Buyer of any circumstances that may delay the delivery of the Product.
4. In the case of delivery of the Product, the performance of the Order/Agreement means the delivery to the Buyer of the Product free from defects along with the required shipping documents during working hours and to the address indicated in the Order/Agreement. If the Order concerns the delivery of the Product together with the installation or other service, the delivery of the Product free from defects is understood as the proper performance of the installation or other service in accordance with the provisions contained in the Order/Agreement.
5. The date of execution of the Order/Agreement is the day on which the Product will be delivered to the Buyer in accordance with the terms specified in the Order/Agreement and will be consistent in terms of type, quantity and quality, confirmed by the acceptance protocol or other document.
6. If the Supplier delivers a Product that is not in accordance with the purchase order; either due to qualitative, quantitative inconsistency or non-conformance with the intended use of the goods, the Buyer has the right to refuse to accept the delivery of the Product within reasonable time.
7. Acceptance of the Product by the Buyer does not release the Seller from liability for Product defects or other failures in meeting the requirements of the Order/Agreement.
8. Along with the delivery of the Product, the Supplier should provide all technical documentation and required certificates, declarations of origin, customs tariff code for each of the delivered products, in accordance with applicable law and/or other documents specified in the Order/Agreement. Failure to perform the obligation referred to in the preceding sentence is tantamount to a delay in the performance of the Supplier's obligation, resulting in the possibility of withdrawing from the contract for the delivery of the Product, for which the obligation specified in this point has been breached without setting an additional deadline, and that is within 3 months of such failure.
9. Changes or modifications to the Product, their parameters, commercial conditions and prices in the purchase order shall not be binding on the Buyer, unless expressly agreed in writing by the Buyer. The Supplier undertakes to immediately notify the Buyer in the event

that any Products that are the subject of the order have been subject to a change in specifications, parameters; the Supplier may not, without the prior written consent of the Buyer, make any changes to the order.

10. Unless otherwise specified in the Order/Agreement, the delivery condition is DDP (Incoterms 2010) to the place indicated in the Buyer's Order, the risk of loss or damage to the Product shall be transferred to the Buyer upon confirmation of the Product's release with a relevant document, in accordance with the terms set out in the Order/Agreement.

§ 4. PRICES and PAYMENT CONDITIONS

1. Unless otherwise agreed, the purchase price indicated in the Order/Agreement includes packaging, all taxes (except VAT, if applicable), fees, duties, transport charges (in accordance with the agreed delivery terms) and any other charges that apply to the delivery of the Products. The purchase price also covers the costs of any additional services related to the delivery of the Product by the Supplier on the basis of a given Order/Agreement.
2. The Seller will present the Buyer with the possibility of taking advantage of price reductions and discounts.
3. The terms of payment are specified in the Order/Agreement.
4. The payment shall be deemed made on the day the payment is debited from the Buyer's bank account.
5. If the delivery is not made in accordance with the conditions specified in the Order/Agreement, the Buyer has the right to withhold payment, extend the payment deadline until the subject of the Order/Agreement is fully and correctly performed, or to deduct the amounts due to it from the Seller for non-performance or improper performance of the subject of the Order/Agreement and failure to remove defects or faults. The Buyer will be entitled to make such a deduction before the payment deadline on the basis of a unilateral declaration of will.

§ 5. WARRANTY AND COMPLAINTS

1. The Seller guarantees that the Product sold complies with the agreements concluded in the Buyer's Order, it is free from any defects that would reduce its value or usefulness due to the purpose resulting from the Order/Agreement or the intended use of the Product.
2. The Seller provides a warranty for the Product for a period of two years from the date of its delivery to the Buyer, unless the Order/Agreement specifies a different warranty period.
3. If, as a result of the checks/analyses of the Product, it is found that the Product features are not in accordance with the Order/Agreement or the agreed quality specification, the Buyer shall submit a complaint to the Seller within 14 days from the date of the inconsistency detection.
4. The Seller is obliged to respond to the complaint within 3 working days from the date of its receipt. No answer is tantamount to recognizing the complaint.
5. In the event of a deviation from the agreed quality parameters, the Buyer may, at its discretion, request the replacement of the Product with a non-defective one or demand a reduction of the purchase price, with the Product Supplier covering the costs of replacing the Product.
6. The provisions of points 3-5 above shall apply accordingly if the Buyer finds quantitative shortages of the Product received.

§ 6. WITHDRAWAL, TERMINATION OF THE AGREEMENT

1. The Buyer is entitled to terminate the Agreement/Order without notice for important reasons. An important reason is in particular: - breach of obligations by the Seller, which has not been repaired within the time specified by the Buyer, - a situation in which the purchase or use of the Product is or will be completely or partially prohibited under applicable law.
2. If the Buyer terminates the contract for an important reason, the Seller shall not be entitled to any claims for damage, reimbursement or payment of remuneration.
3. In the event that the Seller fails to comply with any terms or conditions of the Order/Agreement, the Buyer has the right to withdraw from the Order/Agreement in whole or in part without further obligations or liability and to recover from the Seller any amounts paid by the Buyer and any additional costs incurred by the Buyer due to the replacement of the Product, the purchase of the Product from an alternative supplier and for losses or damages incurred as a result of the delayed performance of the Order/Agreement.
4. In the event of delay in delivery for reasons other than "force majeure", the Seller will be obliged to pay the Buyer contractual penalties in the amount of 1% of the gross value of the Product delivered after the agreed date for each day of delay.
5. If the Buyer's damage resulting from non-performance or partial performance of the terms of the Order/Agreement is higher than the amount of the reserved contractual penalties, the Buyer has the right to claim compensation on general terms.

§ 7. FORCE MAJEURE

1. In the event of "force majeure", the Buyer reserves the right to change the previously agreed terms of the Order/Agreement.
2. Both the Buyer and the Seller will not bear the consequences of partial or total non-performance of their obligations under the Order/Agreement, caused by the action of "force majeure".
3. Force majeure shall be all events that cannot be foreseen or prevented at the time of placing the Order / conclusion of the Agreement and which neither party will have influence on, in particular: war, internal unrest, flood, fire, earthquake and other natural disasters, restrictions or government orders or other acts of government and state administration, general and industry strikes officially recognized by nationwide trade unions.
4. In the event that the Buyer or the Seller is unable to meet their obligations due to "force majeure", they are obliged to immediately, not later than within 5 days from the date of its occurrence, notify the other party of this fact. The same applies when the "force majeure" stops. If the above-mentioned circumstances last longer than 1 month, the Parties should decide on the further performance of the Order/Agreement.
5. The Buyer may change the previously confirmed terms of the Order (delivery times, quantities) also for reasons other than "force majeure", in particular in the event of logistical obstacles or resulting from limited production capacity.

§ 8. CONFIDENTIALITY

1. All information resulting directly from these General Terms and Conditions of Purchase, as well as information obtained by the Supplier in connection with the performance of the Order/Agreement, including in particular all organizational, commercial, technical information regarding the Buyer and not made publicly available, will be considered confidential and as such will not be disclosed to third parties. This obligation does not apply to situations where the obligation to provide information results from mandatory provisions of law.
2. In particular, the Seller undertakes to treat as confidential information regarding the volume of trade, prices, discounts, Product specifications, logistic agreements, technical and technological data, under pain of the Buyer withdrawing from the Order/Agreement for reasons attributable to the Supplier.
3. The Seller declares that it will not use confidential information for purposes other than for the execution of the Order and that it will provide this information with due protection appropriate to its confidential nature. The obligation to keep the information secret remains in force after the completion of the Order/Agreement.

§ 9. OBLIGATIONS OF THE SUPPLIER

1. The Supplier undertakes to conduct business in accordance with ethical standards and professional integrity, to comply with the regulations and organizational rules and safety at the place of delivery of Products in accordance with applicable regulations, including protection of competition and combating unfair competition and corruption practices.
2. The Supplier declares that it is aware of the applicable environmental protection regulations and undertakes during the delivery of Products to care for the natural environment, in particular in the field of waste management and the possibility of creating threats to the environment, and to comply with all environmental protection regulations, waste regulations, packaging and packaging waste regulations. The Supplier is responsible for the management of waste generated in connection with the delivery of the Products, in accordance with applicable regulations.
3. The Supplier is obliged to maintain the place of delivery of the Products during the delivery of the Products in a condition that will not hinder the proper functioning of the enterprise of the person to whom the Supplier delivers the Products, and will not pose a threat to occupational health and safety and fire safety. The Supplier is obliged to store the materials and equipment necessary for the delivery of the Products at the place designated by the Buyer. After the completion of the work, the Supplier is obliged to clean up the area of delivery of the Products and secure its equipment and materials.
4. The Supplier undertakes to conclude at its own expense and have all necessary, legally required, insurance to cover any claims of the Buyer resulting from the obligations under the purchase order.
5. In the case of purchases of equipment that may have an impact on significant energy consumption, the Supplier will be informed of this fact, and the purchase will be assessed on the basis of the energy performance of the equipment.

§ 10. FINAL PROVISIONS

1. The assignment of claims by the Seller and other rights and obligations arising from the performance of the Buyer's Order/Agreement will only be possible with the prior written consent of the Buyer.
2. In the event of legal ineffectiveness of some provisions of these GTCP as a result of introducing different legal regulations, the remaining provisions shall remain valid. Pursuant to the content of this clause, in the event that some provisions of the GTCP turn out to be invalid, the Buyer and the Seller undertake to enter into negotiations aimed at supplementing the GTCP in this part.
3. If the provisions of the GTCP are inconsistent with the provisions of the Order/Agreement, the provisions of the Order/Agreement shall apply, however this does not exclude the application of the remaining provisions of the GTCP.
4. Only the applicable provisions of Polish law shall apply to the Order/Agreement.
5. All disputes will be resolved amicably in the first place, and in the event of disagreement, by the court competent for the seat of the Buyer.
6. Any changes, additional arrangements, terms of the Order/Agreement must be made in writing under pain of nullity and must be accepted by both Parties.