

These General Terms and Conditions of Purchase shall constitute an integral part of each Purchase Order for goods or services (hereinafter referred to as goods or works), placed by Agromet Sp. z o.o. based in Ostrzeszów (hereinafter referred to as the Buyer) with their contractual Party (hereinafter referred to as the Supplier).

1. Conclusion of the Contract

1.1. The Contract between the Buyer and the Supplier, and any changes to, it shall be deemed concluded or implemented in line with the terms and conditions set out in the Purchase Order and these General Terms and Conditions of Purchase at the time of receipt by the Buyer of a copy of the Purchase Order, along with these Standard Terms and Conditions of Purchase signed by the Supplier. In order to avoid doubts, the Purchase Order accepted by the Supplier and these General Terms and Conditions of Purchase shall hereinafter be jointly referred to as the Purchase Order.

1.2. By acceptance of this Purchase Order, the Supplier agrees to be bound by and to comply with all the terms and conditions of the Purchase Order. However, the completion of works specified in this Purchase Order, in the absence of the Supplier's written acknowledgement thereof shall mean the Supplier has accepted this Purchase Order.

2. Prices and terms of payment

2.1. All the prices specified in this Purchase Order are fixed and shall not be subject to change. The total price of the Purchase Order shall include all taxes, fees and duties applicable to the goods delivered to the Buyer. No increase in prices is allowed unless expressly agreed to in writing by the Buyer. At any time, the Buyer shall be entitled to subtract the amounts the Supplier owes to the Buyer or to any of their affiliated companies, in connection with this or any other Purchase Order placed by the Buyer with the Supplier.

2.2. Unless the Purchase Order provides otherwise, the due date of payment of the total Purchase Order Price is 60 days, with a 2% discount if paid within 30 days, or a 3% discount if paid within 14 days - calculated from the day the delivery is complete (delivery of works has been completed), when all three of the following conditions are met:

2.2.1. the Buyer has signed the acceptance protocol of the goods (completion of works) without reservations,
2.2.2. the Buyer has received the complete Quality Documentation along with other required documents related to the subject of the Purchase Order.

2.2.3. the Buyer has received a VAT invoice issued correctly both in form and substance.
2.3. The payment shall be deemed to have been made on time if the Buyer has issued a bank order to transfer the due amount to the Supplier, and the Buyer's bank account has been debited with the same amount, by the last day of the payment due date.

2.4. If the Purchase Order price is given in a foreign currency, the payment shall be paid in the foreign currency indicated in the Purchase Order or it shall be converted into Polish zlotys at the average exchange rate set by the National Bank of Poland on the day preceding the issuance date of the invoice.

2.5. If the Supplier issues an invoice: (i) not confirmed with the copy at the Supplier, (ii) with the amount of tax on the original invoice differing from the amount on the copy, (iii) more than one documenting the same sale, (iv) specifying the amount factually incorrect or activities that have not been performed, the Supplier shall compensate the damage to the Buyer resulting from the determination of tax liability, including penalties and interest imposed on the Buyer by the tax authority, to the amount specified in the tax decisions served.

2.6. The Buyer declares that:

- they are a VAT payer with ID No.: PL514009626,
- they are entitled to receive VAT invoices,
- they authorise the Supplier to issue VAT invoices without the signature of the Buyer.

3. The place of completion of the Purchase Order by the Supplier.

3.1. Unless the Purchase Order provides otherwise, the registered office of the Buyer shall be the place of completion of the Purchase Order according to DDP - Incoterms 2000.

3.2. If the Purchase Order defines an obligation of delivery, the Supplier shall provide transport suitable for the goods, as well as standard insurance (against all risks during transportation) arranged with a reputable insurer, approved by the Buyer.

4. Time of completion of the Purchase Order by the Supplier

Subject to the Supplier's obligations under quality warranty and statutory warranty, the Purchase Order shall be deemed fulfilled by the Supplier on the day when the delivery is complete (delivery of works has been completed) according to paragraphs 2.2.1. and 2.2.2.

5. Property of the Buyer

Unless otherwise agreed in writing, all tools, equipment or materials provided to the Supplier by the Buyer shall and will remain the property of the Buyer. Such property, while in the Supplier's custody, shall be stored at the Supplier's risk and shall be insured by the Supplier at the Supplier's expense at the value equal to the replacement cost.

6. Inspection

6.1. The Supplier will execute the Purchase Order in compliance with technical and quality parameters provided for in the Purchase Order. Goods with parameters different than those required shall only be dispatched with the prior written consent of the Buyer, under pain of nullity.

6.2. All goods shall be subject to inspection and tests by the Buyer and their Client at all times and places, including the place of manufacture. The Buyer shall be entitled to review the Supplier's technical and manufacturing documentation. The Buyer's participation in acceptance tests shall not exempt the Supplier from their obligations included in the Purchase Order.

7. Rejection

If any of the ordered goods are, at any time, found to be defective or otherwise not in conformity with the requirements of this Purchase Order, including any applicable drawings and specifications, the Buyer, without prejudice to any other rights and resources they may have by contract or by law, at their sole discretion may reject and return such goods at the Supplier's expense.

8. Warranty

8.1. The Supplier guarantees that all goods shall be free from any claims by third parties.

8.2. The Supplier guarantees and assures that all goods shall be of good quality, free from any defects in design, workmanship and material, and are suitable for the particular purpose for which they are purchased and that the goods are provided in accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved by the Buyer.

8.3. Unless the Purchase Order provides otherwise the foregoing warranty shall apply for a period of 24 (twenty four) months starting on the day the delivery is complete (works are completed) according to paragraphs 2.2.1 and 2.2.2.

8.4. The Supplier shall remove all defects from the goods by repair or replacement of the defective goods. The Supplier's representatives will arrive at the Buyer's facility to remove defects not later than the next day after receiving the notification of defect in writing or by fax. If necessary, the Supplier shall remove defects by organising work in shifts, overtime or during public holidays. Unless the Parties have agreed in writing, under the pain of nullity, on a longer repair period justified by requirements of a technical nature, a defect shall be removed immediately, however not later than within 7 days.

8.5. The Supplier shall cover all costs related to the removal of the defect. Once the defect or defects have been removed, the Supplier, at their own expense, shall leave the site of repair works as clean as it was before the repair works commenced.

8.6. The warranty period shall be extended by the time the goods cannot be used for their intended purpose due to the defect.

8.7. A warranty period for replaced or repaired components of the goods shall run anew as of the day of the replacement or repair as does the warranty for the entirety of the goods if the defect has been remedied by replacing the goods, or if the goods bear noticeable signs of an essential repair.

8.8. If goods remain defective despite either repair or replacement of a component, the Supplier shall remove the defects in another way, in particular by changing the design or the material used for manufacture.

8.9. If the Supplier refuses or fails to remove a defect within a reasonable time specified by the Buyer, or if it is necessary for the Buyer to implement production schedules, the Buyer shall be entitled, without a court decision, to either remove the defect themselves or to commission the removal of the defect to a third party at the risk and cost of the Supplier (substitute performance). The above does not release the Supplier from their warranty obligations.

9. Suspension

The Buyer may, at any time, by a written notice to the Supplier, suspend performance of all or a part of the works. Such a notice of suspension shall specify the date of suspension and the estimated duration of the suspension. The Buyer may at any time withdraw the suspension of performance of works by a written notice to the Supplier specifying the effective date of work resumption.

10. Buyer's withdrawal from the contract or reduction of price by fault of the Supplier

10.1. The Buyer may at their own discretion: (i) withdraw from the whole or any part of this Purchase Order (such a withdrawal shall be deemed a withdrawal by fault of the Supplier) or (ii) reduce the Purchase Order Price in proportion to the decrease of goods usefulness if:

- 10.1.1. the Supplier refuses to remove defects, or
- 10.1.2. despite a repair or replacement of goods, the defects have not been removed well within the additional time specified by the Buyer. Moreover, the Buyer is entitled to withdraw from the Purchase Order if:
- 10.1.3. the Supplier has failed to fulfil their obligations under the Purchase Order within the time limits specified herein and/or any extension thereof granted by the Buyer or
- 10.1.4. the Supplier has failed to comply with any of the requirements of this Purchase Order, or
- 10.1.5. The Supplier no longer maintains their normal business activity, including among others: they are unable to fulfil their required obligations, they have become insolvent, they are unable to pay their liabilities or they are subject to bankruptcy proceedings.

The rights and remedies of the Buyer defined in this clause shall not be exclusive and they shall be considered additional to any other rights and remedies provided by law or this Purchase Order.

11. Stipulated damages

11.1. The Supplier shall pay to the Buyer stipulated damages for a delay in fulfilling the provision to the Supplier in the amount of 0.5% of the Purchase Order Price for each day of the delay.

11.2. The Supplier shall pay to the Buyer stipulated damages for a delay in removal of defects in the amount of 0.5% of the Purchase Order Price for each day of the delay.

11.3. If the delay exceeds 30 days, the Buyer may:

- 11.3.1. claim from the Supplier stipulated damages in double the amount, or
- 11.3.2. withdraw from the Purchase Order, retaining their right to claim (i) stipulated damages accumulated until the day of withdrawal and (ii) any possible supplementary compensation. Such a withdrawal shall be deemed a withdrawal by fault of the Supplier.

11.4. In the event of withdrawal from the Purchase Order by the Buyer by fault of the Supplier, the Supplier shall pay to the Buyer stipulated damages in the amount of 10 % of the Purchase Order Price.

11.5. The above stipulated damages shall be subject to accumulation.

11.6. In case the stipulated damages do not cover the loss suffered by the Buyer, the Buyer may claim supplementary compensation pursuant to the law.

12. Settlements between the Parties in the case of withdrawal by the Buyer by fault of the Supplier.

12.1. In case of withdrawal by the Buyer from the whole Purchase Order by fault of the Supplier, the Supplier shall be obliged to collect goods from the Buyer. The risk of accidental loss of or damage to the goods shall pass on to the Supplier as of the time the Supplier receives the withdrawal notice by fault of the Supplier.

12.2. Furthermore, the Supplier is obliged to return to the Buyer any received payments along with statutory interest, computed as of the day of payment to the day of return thereof to the Buyer.

12.3. The above provisions shall not override other rights of the Buyer under these General Terms and Conditions of Purchase.

12.4. The above provisions shall apply accordingly in the event of a withdrawal by the Buyer from a part of this Purchase Order by fault of the Supplier.

13. Settlements between the Parties in case of discretionary withdrawal by the Buyer.

The Buyer shall have the right to withdraw from the Purchase Order before signing the acceptance protocol of the goods (completion of works) due to causes other than by fault of the Supplier or Force Majeure.

In this case, the Buyer shall reimburse the Supplier's incurred and proven expenses that have not been covered so far up until the date of withdrawal.

14. Responsibility / contractual liability insurance

The Supplier shall be obliged to have a contractual liability insurance contract for their business activities covering the scope of the Purchase Order/ contract, valid for the entire duration of the contract including the warranty period. The Supplier shall insure themselves and indemnify and release the Buyer from any liability, claims, proceedings costs, losses, or any damages in connection with any property damage, personal injuries, including death, and any costs incurred by the Buyer, including lawyer's fees and any penalties imposed on the Buyer as a result of acts and/or omissions by the Supplier within the scope of these General Terms and Conditions of Purchase or the Purchase Order resulting, without any limitations, from negligence, breach of warranty, faulty design, material and workmanship. The responsibility for this shall also apply to deliveries/services provided by sub-suppliers and/or subcontractors of the Supplier. The responsibility for compensation also covers the costs of product withdrawal from the market. The Supplier shall be obliged to provide the above insurance policy upon the Buyer's request.

15. Confidentiality and intellectual property information

The Supplier shall keep confidential any technical processes or economic information appearing from drawings, specifications and other data provided by the Buyer in connection with this Purchase Order and shall not disclose, directly or indirectly, such information to any third parties without obtaining prior written consent from the Buyer. Any knowledge or information that has been or is to be disclosed to the Buyer, and which in any way relates to goods offered by this Purchase Order, shall not be deemed confidential or proprietary information, and shall be acquired by the Buyer without any limitations and the payment for it is included in this Purchase Order.

16. Patents

The Supplier shall be obliged to defend the Buyer or their customers against any action based on a claim that any object or device, or any part thereof which are goods delivered under this Purchase Order, as well as any machinery or method resulting from the use thereof, constitutes a patent infringement. The Supplier shall give the respective authority information and assistance at its own expense necessary for the defence and the Supplier shall pay any costs and indemnifications pursuant to judgements of authorised bodies. Should the application of such objects and devices, their parts, or processes be banned, the Supplier shall at their own expense, and at the discretion of the Buyer, provide the Buyer with the right to continue using the said objects or devices, parts or processes, or replace them with equivalents that do not infringe the rights of the third parties, or remove said objects or devices and reimburse the Purchase Order Price and all related costs including the costs of transport and installation.

17. Packing, maintenance and marking

If no packing, maintenance and marking requirements are specified in the Purchase Order, the Supplier shall be obliged to perform these activities using the best commercially accepted practice.

18. Force Majeure

18.1. The Supplier shall not bear any responsibility for non-fulfilment or insufficient fulfilment of their obligations only if this has been caused at the same time by: (i) an external event to the Supplier, (ii) which is out of the Supplier's control, (iii) which could not have been prevented by the Supplier exercising due diligence determined by the professional character of the Supplier's business, (iv) the Supplier notifies the Buyer about an event in writing immediately, however not later than within 3 days from the occurrence of the event, (Force Majeure).

18.2. Acts of nature and acts of war are considered Force Majeure, provided that they fulfil the above conditions of the Force Majeure definition.

18.3. Subject to the above provisions and in order to avoid doubts, neither a strike, including a strike at the Supplier's plants or at the plants of their sub-suppliers and/or subcontractors, nor actions or omissions on the part of the Supplier's sub-suppliers and/or subcontractors shall be considered a Force Majeure.

19. Assignment.

Any assignment of rights to any payment resultant from this Purchase Order as well as subcontract or transfer of all or any substantial part of works under this Purchase Order, without written consent of the Buyer shall be null and void.

20. Governing Law and dispute resolution

20.1. The provisions of the Polish Civil Code shall apply to matters not covered by this Purchase Order.

20.2. Any disputes arising from this Purchase Order shall be settled by the court that has jurisdiction over the registered office of the Buyer.

21. Other terms and conditions

21.1. In case of discrepancies between the attached documents, these General Terms and Conditions of Purchase and the Purchase Order, terms of the Purchase Order shall prevail.

21.2. All changes to this Purchase Order shall be agreed in writing or shall otherwise be null and void.

We hereby confirm acceptance of this Purchase Order along with its Standard Terms and Conditions of Purchase

For the Supplier:

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(Date, stamp, signature of authorised person)