

	Valid from: 04.03.2020	Version: 12
GENERAL TERMS AND CONDITIONS OF PURCHASE		

Definitions:

Supplier/Seller – means any domestic or foreign entity selling commercial goods to the Buyer.

Goods – means all raw materials, materials, parts of prefabricated elements, products or equipment purchased by the Ordering Party.

Ordering Party/Buyer – Adamet-Niemet Sp. z o.o., Tajęcina 110, 36-002 Jasionka, NIP: 8133485414, REGON: 180186083

Order – means a purchase order.

General rules:

1. These General Terms and Conditions of Purchase apply to any purchase orders/contracts made by the Buyer with the Supplier and are an integral part of the Order/Agreement.
2. Acceptance of the order/contract for execution by the Supplier means acceptance of the content of this document.
3. The content of these General Terms and Conditions of Purchase is available to the Supplier in writing at the Buyer's premises and on its website <https://adamet.com.pl/Media/kdkhtyse/OWZ-EN.pdf>.
4. Any deviation from the General Terms and Conditions of Purchase requires a joint written confirmation by the Ordering Party and the Supplier, under pain of nullity. The General Terms and Conditions of Purchase apply to all supplies of goods and services resulting from mutual business relationships between the Buyer and the Supplier. If the General Terms and Conditions of Cooperation with the Supplier in part or in whole contradict the General Terms and Conditions of Delivery of the Buyer (as well as any other document of the Supplier), the General Terms and Conditions of Purchase of the Buyer shall apply in their entirety. By executing the order, the Supplier acknowledges the General Terms and Conditions of Purchase in full. If the Supplier does not agree with the General Terms and Conditions of Purchase, he is obliged to notify the Buyer in writing immediately before confirming the order. In this case, the buyer reserves the right to withdraw the order.

Order Confirmation:

1. We reserve the right to confirm in writing (by e-mail, fax or letter) the acceptance of the order by the Supplier no later than on the next business day by a person authorized to represent the Supplier. Lack of written confirmation by the Supplier within the above-mentioned period shall be treated by the Buyer as tacit acceptance of the order by the Supplier for execution on the terms specified in the order and in accordance with the General Terms and Conditions of Purchase.
2. Delivery time, timeliness, quality and quantity are of fundamental and strategic importance to the buyer. The agreed delivery dates are specified and binding and mean the date of delivery of the goods to the Buyer's premises or to another place agreed between the Buyer and the Supplier. These deadlines must be strictly adhered to. In the event of a threat to meet the delivery deadline, the Supplier is obliged to provide in writing the expected period of delay and the reasons for its occurrence. Lack of the above-mentioned information or providing information that the delivery will not be able to be completed on time may be the basis for the Buyer to withdraw from the order. Regardless of the contractual penalty stipulated by the Supplier, in the event of delay in delivery of the subject of the order, lasting longer than 7 days, the Ordering Party has the right to withdraw from the order in whole or in part, without setting an additional deadline for the Supplier and without the obligation to pay any damages. At the same time, the Buyer reserves the right to claim compensation from the supplier for improper performance of the order for general principles set out in the Civil Code and reimbursement of costs incurred for substitute performance of the contract.
3. The subject of delivery must be made in accordance with the content of the order, applicable standards and regulations, for which the Supplier will provide the necessary documents, attestations and certificates along with the delivery of the purchased goods. Lack of the required documents will be considered as an incomplete delivery, which may result in a refusal to accept it.
4. The Supplier shall pay the Ordering Party a contractual penalty in the amount of 10% of the value of

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the subject of the order for withdrawal from the order accepted for execution for reasons attributable to the Supplier.

5. Quantitative differences in the ordered goods cannot exceed 10% of the ordered quantity of goods.
6. The supplier fully guarantees that the agreed deadlines will be met. With the expiry of the delivery date, the delay begins to count.
7. The supplier is responsible for any damages resulting from any delay, loss, or damage caused by improper labeling, packaging, or identification of the shipment. Delivery of the ordered goods is considered to have been made with regard to the fulfillment of the delivery conditions and the transfer of the risk of accidental loss or damage of the goods from the Supplier to the Buyer at the time of defect-free documented receipt of the subject of delivery by the Buyer at the agreed place.
8. The ordered goods will be delivered to the Buyer's premises or to another place agreed in writing between the Buyer and the Supplier.

A delivery may be considered incomplete and may be rejected if it is not accompanied by a delivery document issued by the Supplier, containing the Buyer's order number, the specification of the shipped (ordered goods), the quantity and its value, and all necessary quality certificates. If these conditions are not met, the Buyer is not responsible for the resulting delay in accepting the delivery and the payment date.

9. Liability for non-performance or improper performance of the contract is established in the form of contractual penalties in the following cases and amounts:

The Supplier pays the Buyer contractual penalties:

- a) for withdrawal from the execution of an accepted order and not executed for reasons attributable to the Supplier or by the Supplier for reasons beyond the control of the Buyer – in the amount of 10% of the value of the subject of the order;
- b) for exceeding the delivery deadline in the amount of 0.6% of the order value, for each day of delay, this also applies to intermediate deadlines;
- c) for delay in removing defects found upon receipt of the subject of the order or during the warranty and warranty period for defects in the amount of 0.4% of the order value, for each day of delay, counted from the expiry of the deadline set by the Buyer for the removal of defects.

If the contractual penalty does not cover the damage suffered, the Buyer may seek supplementary compensation on generally applicable terms.

10. All payments will be made on the condition that the delivered goods are free from quality defects. If the Buyer detects and immediately notifies the Supplier about quality defects in the delivered goods, the Buyer has the right to retain the payment partially or fully until the quality defects are removed. Acceptance of the delivered goods and their payment by the Buyer also takes place subject to the verification of the invoice and the assertion of warranty rights and/or claims for compensation for losses. Provided that the delivered goods and invoice comply with the specification and clauses of the order, payments will be made by the Buyer in the form of a transfer to the Supplier's account within the time limit indicated on the invoice. The deadline for payment of erroneously issued invoices is counted from the moment of receipt of corrective invoices by the Buyer and extended by the time that has elapsed from the date of receipt of the VAT invoice to the date of receipt of the correcting invoice. The payment of the receivables is not a confirmation of the performance by the Supplier of obligations under the supply agreement.

The invoice is issued, unless otherwise stated, in the currency of the Buyer's country. VAT should be specified on the invoice,

11. Failure to report the delivery of goods may result in delays in unloading or prevent it at a given time. We reserve the right to refuse unannounced delivery.
12. Any changes to the subject of the order may be introduced after obtaining the written consent of the Ordering Party.
13. In the event of delivery of products that do not comply with the order, the Ordering Party has the right to refuse to accept the goods.
14. Notwithstanding the rights under the warranty, the Buyer may exercise all rights under the warranty, taking into account the provisions of these GTC.
15. In the event of quality defects, the Buyer is entitled, at his choice, to demand immediate removal of

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the defects found, delivery of goods free from defects, reduction of the price of the goods or withdrawal from the contract.

16. The Seller is obliged to repair or replace the Goods with a defect-free one within 14 days from the receipt of the complaint. Submission of a complaint by the Buyer entitles him to withhold payment for the Goods. Until the complaint is fully resolved, the payment deadline specified in the Order/Agreement does not run.
17. The Buyer, after notifying the Seller, also has the right to carry out repairs and replacement of parts on his own, if they are minor or necessary to avoid further damage or must be carried out immediately. The costs incurred by the Buyer for this purpose must be reimbursed by the Seller.
18. The warranty of the Goods is extended by the repair period, and in the case of replacement of parts with new ones by a further 12 months from the date of replacement.
19. Only the provisions of Polish law apply to the agreement.
20. In matters not regulated by these General Terms and Conditions of Purchase, the relevant provisions of the Civil Code shall apply. In the event of a dispute regarding the interpretation or performance of an order and these General Terms and Conditions of Purchase, which the parties are unable to settle amicably, the competent determining authority shall be the court of the Buyer's registered office.

Property of the Ordering Party:

All documentation made available to the Supplier by the Ordering Party, drawings, models, matrices, patterns, tools, etc. remain the exclusive property of the Ordering Party. At the request of the Ordering Party, they are to be returned intact. Without the written consent of the Ordering Party, these items may not be transferred to third parties, left for inspection, purchased or destroyed.

Description and labelling of materials:

1. The following data must be placed on all elements:
 - a) An identification number containing (as needed):
 - b) Melt number
 - c) designation of the material grade,
 - d) batch number,
 - e) drawing number.
2. Our Goods Receipt Policy recommends that you return any delivery of goods that is not clearly described.

The Supplier ensures that the subject of the contract delivered by him is defect-free. If a product developed, made and/or delivered by the Supplier, due to its defectiveness, leads to personal or material damage, the Supplier is obliged, due to the civil liability for the product, to settle the resulting claims.

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Quality requirements for Suppliers:

1. The supplier ensures that the production of the product is carried out in accordance with applicable standards and regulations as well as current production and quality documentation while maintaining current procedures.
2. The supplier should have appropriately qualified personnel.
3. The supplier should have a certified quality management system.
4. The production and control operations performed must be documented, the product must contain features that allow it to be identified according to the version, drawing, technological requirements and control and verification measurements carried out, with an indication of relevant technical data.
5. The supplier ensures that the product has been designed, tested and subjected to control and verification in accordance with the Ordering Party's guidelines, if any.
6. The supplier is obliged to:
 - a) notification of the non-conforming product to the organization;
 - b) Obtain approval from the organisation for the handling of the non-conforming product;
 - c) Notify the procurer of changes in the product and/or process, change of suppliers, changes in the location of the production site and, where necessary, obtain approval from the organization;
 - d) communicating to the supply chain the applicable requirements, including customer requirements.
7. Records created as a result of the processes performed should be stored for a period of 35 years from the date of their completion and made available at the request of the contracting authority.
8. The supplier is required to provide access to the Ordering Party, its customer and regulatory authorities to the relevant areas of all facilities, at every level of the supply chain, involved in the procurement and to all applicable records.
9. The supplier is obliged to provide with the product a certificate of conformity and, if required, test reports and certificates of airworthiness.
10. In the event of delivery of a product that does not comply with the order or without the required ones, the Supplier is obliged to remove the non-compliance and incur the related costs.
11. In the event of incomplete documentation included in the delivery, a handling fee of 150 Euros will be charged for each missing document.
12. The Ordering Party reserves the right to carry out quality control of the ordered material at the supplier's at every stage of the manufacturing process. The Ordering Party shall notify the Supplier of the date of the inspection no later than 5 working days before the date of the inspection.
13. The General Terms and Conditions of Sale of the Supplier are valid only if they have been expressly accepted by ADAMET-NIEMET in writing.

The list shall enter into force on the effective date.

City, date
Tajęcina, 04.03.2020

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(signature)

