

## General Terms of Purchase

### 1. General terms

1. The present General Terms of Purchase apply to purchasing of all goods, facilities, tools and services by the company Koelner Rawlplug IP Sp. z o.o. Łańcut Branch, called the Buyer or KRIP.
2. General Terms of Purchase are integral part and apply to all contracts between KRIP and the Supplier. No modification of these terms shall be effective unless made by written agreement between parties.
3. Any conflicting Terms and Conditions of Sale of the Supplier shall not apply - in this case General Terms of Purchase of Buyer do apply.
4. General Terms shall be delivered to the Supplier at the moment of placing the order, at the latest. If the Supplier is in constant cooperation with the Buyer, the acceptance of General Term of Purchase with first order is treated as acceptance of Terms regarding all following orders, until the amendment or cancellation of present General Terms of Purchase.
5. The confirmation of the order / acceptance for implementation is equivalent to acceptance of General Terms of Purchase.
6. Any remarks to General Terms of Purchase shall be reported by the Supplier in writing. The Buyer reserves the right to cancel the order in this case. The Supplier has no right to claim in this case.

### 2. The terms of conclusion of the agreement

1. The sales agreement that results from Buyers' order is concluded in the moment of confirmation of the order / acceptance for implementation of the order (in case of lack of written confirmation).
2. Any remarks to General Terms of Purchase or special terms included in the order shall be reported by the Supplier in writing. The Buyer reserves the right to cancel the order in this case. The Supplier has no right to claim in this case. Any remarks to General Terms of Purchase and any special terms are available after written agreement between parties.
3. The order shall be confirmed in writing and send electronic way (fax, e-mail).
4. The Supplier cannot transfer the realization of the order on the third parties without Buyers' agreement.
5. The order is fulfilled when delivered goods are in compliance with the order especially regarding the delivery time, quality, quantity and price.
6. The Supplier is obliged to recall Buyers' order number on all documents (delivery note, packing list, invoice).

### 3. Price and Terms of payment

1. The price payable for the goods is as stated on the Purchase Order and confirmed by the Supplier.
2. The agreed prices are fixed. No price increases shall apply. VAT shall be specified on the invoice.
3. The prices stated on the invoice shall be identical with prices on the Purchase Order, if otherwise the invoice shall not be accepted by the Buyer.
4. All potential prepayments transferred in favor of the Supplier shall be applied to the invoice for ordered goods or services.
5. All the payments are made with guarantee reservation for possible damages and shortages. In case of quality claim KRIP has the right to stop the payment partly or fully until the claim is solved. Agreed terms of discount apply until the reason of claim is removed.
6. All invoices shall include all data required by VAT regulations. Invoices shall be issued in two copies and shall include Buyers' order number and date of shipment.
7. The payment of the invoices shall be made according to payment terms agreed. The date of the invoice is the inception date for the terms of payment.

### 4. Deliveries

1. Ordered goods shall be delivered in accordance to delivery terms specified on Purchase Order, the goods shall be free from defects. The copy of bills of delivery, delivery notes, invoice stating the precise contents, quality certificate and material data sheets (in case of chemical substances) shall be enclosed to the shipment. The order number shall be stated accordingly.
2. The Supplier should cover transport cost, unless differently agreed on the Purchase Order.
3. Goods shall be shipped in manner stipulated by LFS Koelner and shall have proper packaging and labels and marking.
4. The Supplier shall be liable for any damage caused by the defective packaging of the goods and lack of protection during transport.
5. Delivery time.
  - a) Delivery times of goods and services marked on the Purchase order are binding.
    - Regarding goods – delivery time means the date of receiving goods at the place of delivery
    - Regarding services – delivery time is the date of the service completion.
  - b) If delivery is not made on the due date the Buyer may cancel the order without the right to compensation from Suppliers' side. The decision shall be forwarded to the Supplier in writing and effect immediately.
  - c) Deliveries which are made ahead of the agreed delivery date shall only be possible with Buyers' prior written consent with the reservation that the payment will be made according to due dates on the Purchase Order.
  - d) Apart from the case above where delivery was not made on the due date, the Buyer may require material fulfillment such as reimbursement due to penalties and/or compensations, intervention purchases, higher transport costs, etc. The Buyer may deduct these costs from regular invoices after having the Supplier informed about this fact.

### 5. Warranty and statutory warranty

1. Upon the accomplishment of the order the Buyer is given a warranty for the goods delivered for the time period indicated in the order.
2. Guarantee period starts to run from the day indicated in the order. Warranty responsibility is compatible with Civil Code regulations.
3. The Supplier shall provide the warranty document on the day of goods delivery at the latest.
4. Regardless from warranty rights Supplier bears statutory warranty responsibility according to Civil Code. Statutory warranty lasts at least as long as warranty given by the Supplier.

### 6. Complaints

1. KRIP is entitled to do the quality and quantity check of delivered goods. In case of defects of delivered products the Buyer may refuse to accept the delivery. The Supplier shall be informed about this fact as soon as possible. The Supplier shall make a statement regarding the complaint within 3 days after notification. The goods shall be collected by the Supplier within 8 days after notification unless otherwise agreed. Defective goods shall be replaced with products of full value. All costs should be covered by the Supplier.
2. Regarding hidden defects, which may not be detected in the moment of the delivery, the Buyer may report defects as soon as possible but not later than 12 months after delivery. The Buyer has the right to claim not only the whole batch but also the part of it. In case of complaint the Buyer reserves the right to:
  - Return goods at Suppliers' expense,
  - Get the discount for defective but usable goods.
3. KRIP has the right to suspend the payment until the complaint is settled.

### 7. Transfer of risk

The Incoterms stated on the Purchase Order apply.

### 8. Customs and origin

1. Import delivery shall have enclosed two Copies of invoice. All simplifications are available after previous written agreement. Invoices for goods that are dutiable should have enclosed:
  - the price with installation and transport costs,
  - the cost of mending service according to material and salary costs.
2. The Supplier is obliged to provide documents informing about destination of imported/exported goods on Suppliers' cost if necessary. The Supplier is obliged to provide documents confirming the country of origin (Certificate of Origin) of goods for each dispatch and inform about changes regarding the origin in writing.
3. The Supplier is responsible for all damages resulted from failing to meet required conditions. The Supplier is obliged to support the Buyer to bear the lowest customs duty. The Supplier is obliged to provide explanation for all enquiries from Custom Officers regarding the country of origin of goods. The customs' clearance shall be carried out by the Supplier, unless differently agreed. The Supplier shall cover customs' clearance costs if he will carry out the customs' clearance without informing the Buyer in writing.

### 9. Force majeure

1. Each of the parties may withdraw from the contract if non-culpable delay appears caused by circumstances beyond their control. The non-culpable delay means the delay caused by: force majeure like fire, flood, typhoon, earth-quake, epidemic, war, public prohibition or ration, restrictions, unusual weather phenomenon, similar natural or public causes. These terms do not disturb other terms and conditions included in present Terms of Purchase.
2. In case of force majeure the Buyer may order goods from different sources and reduce ordered quantities only if the Supplier was not able to keep agreed delivery terms.

### 10. Responsibility for the product

1. The Supplier warrants that sale or use of goods by the Buyer will not infringe any patents or other rights of any third party. The Supplier shall inform the Buyer about infringement.
2. The Supplier is responsible for compensation for any damages resulted from the delivery of defective goods, infringement of safety or any other violation of regulations.
3. If the Buyer will be called to account by the Customer or any third parties because of the damages caused by defective product, the Supplier is obliged to compensate all damages bore by the Buyer. The Supplier is fully responsible and bears all costs including costs of withdrawal of the product from the market. The insurance of the goods is recommended.
4. The claims from the Buyer are excluded if the damages resulted from a faulty operation, conservation, faulty use, natural waste or incorrect repair.
5. The Supplier is obliged to follow legal and official regulations. The delivery and the service shall fulfill safety regulations and work hygiene with reference to the norm and also environmental protection.

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KRS 0000378370, kapitał zakładowy: 391 245 250,00 PLN

6. The Supplier is obliged to fulfill the requirements concerning the compatibility of delivered goods, services with ELV Directive, RoHS3, Conflict Minerals and Reach Directive referring to SVCH substances according to current candidate list.

7. The Supplier is obliged for his own expense to update and enter data into International Material Data System for supplier goods (where applicable).

8. Supplier respects, supports and complies with the internationally recognized human rights, in particular the regulations of on human rights and children's rights. If national regulations concerning child Labor or human rights provide for stricter measures, these shall have precedence. Supplier ensures that within the production of his supplies there will be no form of forced labor.

#### **11. Order cancellation**

The Buyer reserves the right to cancel the Purchase Order or to withdraw from a contract entirely or partially after informing the Supplier in following cases:

- a) Suppliers' Declaration of bankruptcy, liquidation or cessation of activity,
- b) division, fusion or sale of Suppliers' company,
- c) failure in realization of requirements resulted from special terms defined in order or present General Terms of Purchase.

#### **12. Insurance**

The Supplier shall insure itself against all risks that can reasonably be expected to ensue from the performance of the agreement.

#### **13. The Buyers' responsibility**

The Buyer is not responsible for failure in realization of obligations resulted from present General Terms of Purchase if it results from independent cause, unless the buyer was able to prevent it.

#### **14. Confidentiality**

1. All information resulting from this General Terms of Purchase as well as the information acquired by the Supplier in relation with order accomplishment, especially all organizational, business and technical information concerning Buyer and not shared in public will be considered as confidential by both parties and will not be exposed to third party. This commitment does not apply in need of granting the information because of the law.

2. In particular, Supplier commits to treat as confidential information concerning trade exchange size, prices, discounts, products specifications, logistic agreement, technology data under pain of nullity of the order.

3. Supplier declares not to use any confidential information for purposes other than to complete the order and to ensure safety of this information appropriate to its confidential matter. This obligation stretches over order completion and may be dismissed only with Buyer's written consent.

#### **15. Notifications**

All notifications resulted for present General Terms of Purchase shall be send via fax, email or registered mail and shall be treated as accomplished with the date of acceptance by receiver.

#### **16. Dispute Resolution**

1. All contracts to which these Terms apply shall be governed by the Polish law.
2. The place of jurisdiction for any disputes shall be Buyers' seat.

#### **17. Final provisions**

We declare to be VAT registered payer authorized to receive VAT invoices.

We authorize your company to issue VAT invoices.