

GENERAL PURCHASE CONDITIONS

applicable in POLWAX S.A. with its registered office in Jasto

I. GENERAL PROVISIONS

1. These General Purchase Conditions (hereinafter GPC) apply to orders placed by POLWAX S.A., hereinafter referred to as the "Customer" and relate to the sale or delivery of materials, raw materials, parts, prefabricated products, products or devices, hereinafter referred to as the "goods", respectively, by an entity hereinafter referred to as the "Supplier".
2. These GPC together with the order and all attachments constitute a uniform agreement between the Customer and the Supplier. No reference to the Supplier's offers or proposals, both binding and non-binding, shall constitute acceptance of any conditions and reservations contained in these documents, if their acceptance has not been clearly expressed in the order.
3. In the event of discrepancies between the content of the order and GPC, the content of the order placed shall be binding on the Parties.
4. The purchase of goods may be made by persons authorized by the managing body of the Customer, in accordance with their official classification and their power of attorney. The person purchasing the goods shall be obliged to follow the internal procedures of the Customer.
5. The purchase of goods may occur in any manner, including through the Supplier's acceptance of the order sent by the Customer. The order number given by the Customer should be quoted on the delivery notification, invoice, delivery note, acceptance report and all other transaction documents.
6. Acceptance of each order for execution should be confirmed in writing by the Supplier within 3 days from the date of its acceptance. A paper document or an email sent by the Supplier to the Customer shall be considered a written confirmation.
7. By signing the order, these GPC are accepted. Lack of written confirmation by the Supplier within the above-mentioned period shall be treated by the Customer as a tacit acceptance by the Supplier of the order for execution under the terms specified in the order and in accordance with GPC.

II. DELIVERY TERM

1. Delivery terms are the dates specified in the order. The Customer acknowledges that the date of delivery is the date of handing over the goods at the place indicated in the order and confirmation of this fact by signing a document confirming this fact by authorized representatives of the parties.
2. If there is a risk for keeping the delivery date, the Supplier shall be obliged to provide in writing the expected period of delay and the reasons for its occurrence. The lack of the above-mentioned information or the provision of information, the content of which shows that the delivery shall not be completed on time, may be the basis for the Customer to withdraw from the order for reasons attributable to the Supplier. The Customer reserves the right to conduct an inspection at the Supplier's in order to verify the progress of implementation.
3. Changing the delivery date shall require a written consent to be valid.
4. The following documents should be delivered together with the goods:
 - a. delivery note,
 - b. complete technical documentation appropriate to the type of ordered goods,
 - c. material approvals,
 - d. certificates of analysis,
 - e. all consents and approvals required by generally applicable laws and instructions for the storage of goods.

Failure to provide the documents shall be considered as improper completion of the order through its removal.

5. The Customer reserves the right to withdraw from all or part of the order that has not been completed within the deadline specified in the order without negative consequences of the necessity to cover any compensation. At the same time, the Customer reserves the right to claim compensation from the Supplier for improper performance of the order under the general rules set out in the Civil Code and reimbursement of costs incurred due to the substitute performance of the order.

III. SUBJECT-MATTER OF DELIVERY

1. The subject-matter of delivery must be performed in accordance with the content of the order, applicable standards and regulations.
2. The ownership of the goods shall pass to the Customer upon its acceptance and confirmation of this fact with the document referred to in II point 1 GPC.

IV. CONDITIONS OF DELIVERY

1. The ordered goods shall be delivered by the Supplier to the place indicated in the order.
2. The Supplier shall be responsible for damage resulting from any delay, loss or damage due to improper labeling, packaging or shipping identification.
3. The delivery of the ordered goods is considered to be completed, with regard to the fulfillment of the delivery conditions and the transfer of the risk of accidental loss or damage to the goods from the Supplier to the Customer, at the time of the documented faultless acceptance of the delivery item by the Customer at the agreed place. Failure to submit claims for faults or other defects in the document signed at the time of acceptance of the delivery shall not prevent them from being reported later, if these defects were revealed only after the acceptance was conducted.
4. The Customer shall be entitled to return to the Supplier, at its expense and risk, any shipment delivered before the delivery date or to charge the Supplier with appropriate storage costs. The Supplier shall bear the risk of any damage or loss.
5. The risk of delivery of the goods and its loss shall be transferred to the Customer only upon handing it over to the Customer on the basis of the document referred to in point II. 1 GPC.

V. PRICE AND TERMS OF PAYMENT

1. Unless stated otherwise in the content of the order: the price in the order shall be a flat and fixed price;
2. The price is a net price for the goods, and the Supplier shall add VAT thereto in the amount specified by law.
3. The payments shall be made by the Customer in the form of a transfer to the Supplier's account indicated in the invoice at the indicated date along with the report of faultless acceptance of the goods, unless otherwise agreed in writing, provided that the delivered goods and invoices comply with the specification and clauses of the order.
4. Each time the basis for issuing an invoice shall be the faultless acceptance report.
5. In addition to the statutory requirements, a correct invoice should contain the following information:
 - a. The quantity of goods and the net and gross unit prices of individual items;
 - b. The Customer's order number
6. The invoice should be sent to the following address: Polwax S.A. 38-200 Jasło, ul. 3 Maja 101
7. Under a separate agreement, the Customer allows the possibility of receiving invoices in electronic form.
8. The Supplier guarantees that no property rights related directly or indirectly to the order, including the Supplier's receivables for the performance of the order and related incidental charges (including interest), shall be transferred to third parties without the prior consent of the Customer expressed in writing, otherwise null and void.

9. The Supplier guarantees that it shall not perform any legal or factual action the direct or indirect effect of which shall be a change of the creditor to another entity. The Supplier guarantees that in order to assert any rights under the order, it shall not grant an authorization, including a payment charging authorization, to another company, including a company conducting other financial service activities, not classified elsewhere, as well as other business and management consultancy within the meaning of, among others, provisions of the Regulation of the Council of Ministers of December 24, 2007 on the Polish Classification of Activities, i.e. companies dealing with debt collection activities.

VI. FORCE MAJEURE

1. The Parties shall not be liable for delays in the performance of obligations under the order, caused by force majeure, by which the Parties understand only unforeseen events that occur regardless of the will of the Parties and after the acceptance of the order for execution, and which the Party cannot prevent with due diligence, preventing the fulfillment of contractual obligations in full or in part, such as fire, flood, earthquake, strike, war, mobilization, enemy hostilities, requisitioning, embargo, government decree, recession on world markets or a crisis on the coal or steel market. The lack of manpower, materials and raw materials shall not be considered a force majeure, unless it is caused by a force majeure as defined in the preceding sentence.
2. The Parties agree to notify the inability to perform a given order due to force majeure immediately, no later than within 7 business days from the date of the cause, under pain of inability to rely on the force majeure clause, unless it was not possible to notify the other Party within the above-mentioned period due to an obstacle caused by force majeure, and the burden of proving the above-mentioned circumstances rests with the Party relying on force majeure. In the event that the obstacle caused by force majeure continues for more than 30 days, each of the Parties may withdraw from the order within 7 days from the expiry of the above period.

VII. GUARANTEE AND WARRANTY

1. The Supplier guarantees that the goods delivered as part of the delivery shall comply with the Customer's requirements specified in the order, shall be new, unused, of good quality, appropriate and suitable for their intended use provided for in the order and free from defects.
2. Completion of the order shall result in the Supplier granting a guarantee and warranty for the delivered goods for the period specified in the order.
3. The guarantee period shall run for the time and from the date specified in the order. The liability under the guarantee shall be in accordance with the provisions of the Civil Code. The Customer shall notify the Supplier of any defects found in the delivered goods. The defects found on acceptance and during the guarantee period shall be remedied by the Supplier within the deadline set by the Customer. The Customer reserves the right to return all defective goods or request their replacement at the Supplier's expense. The Supplier shall take all necessary steps to ensure the replacement or repair of defective goods at its own expense with due diligence. If the Supplier fails to remedy the reported defect within the prescribed period, the Customer may remedy the defect as a substitute for the Supplier, at its expense, after prior written notification to the Supplier. The above shall not affect the rights of the Customer in the field of contractual penalties, supplementary compensation and withholding payment of the Supplier's invoices, and shall not release the Supplier from liability under the guarantee.
4. The Supplier shall provide the Customer with a guarantee card, if applicable, on the day of delivery of the subject-matter of the order at the latest.
5. Regardless of the guarantee rights, the Supplier shall be liable to the Customer under the guarantee in accordance with the provisions of the Civil Code. The period of the guarantee granted by the Supplier shall be equal to the period of the guarantee granted by the Supplier.

6. If the complaint regarding the goods under the guarantee or warranty is not recognized by the Supplier, then the results of analyzes of the goods conducted by an independent expert selected by both parties shall be binding and final. The costs of the analysis shall be covered by the party whose opinion regarding the recognition of the defect was not shared by an expert.

VIII. CONFIDENTIALITY

1. Any information arising directly from these GPC, as well as information obtained by the Supplier in connection with the performance of the order, including in particular all organizational, commercial and technical information regarding the Customer and not made publicly available, shall be considered confidential by the Parties and as such shall not be disclosed to third parties. This obligation shall not apply to situations where the obligation to provide information results from mandatory provisions of law.
2. In particular, the Supplier agrees to treat as confidential information regarding the volume of trade, prices, discounts, product specifications, logistic agreements, technological data, under pain of the Customer's withdrawal from the order for reasons attributable to the Supplier.
3. The Supplier represent that it shall not use confidential information for purposes other than for the performance of the order and that it shall provide this information with due protection appropriate to its confidential nature. The obligation to keep information secret shall remain in force after the completion of the order and may be revoked only with the written consent of the Customer, under pain of nullity.

IX. DISPUTES

In matters not covered hereby, the relevant provisions of the Civil Code shall apply. In the event of a dispute regarding the interpretation or performance of the order as well as the interpretation of these GPC, which the parties are not able to settle amicably, the competent deciding authority shall be the court competent for the Customer.

X. CONTRACTUAL PENALTIES

1. In the event of non-performance or improper performance of the order, the Supplier shall pay the Customer the following contractual penalties:
 - a. for withdrawal from the order by the Customer for reasons attributable to the Supplier or by the Supplier for reasons beyond the Customer's control - in the amount of 10% of the value of the subject-matter of the order;
 - b. for delay in delivery, in the amount of 0.5% of the order value, for each day of delay, this shall also apply to intermediate terms;
 - c. for delay in remedying defects found upon acceptance of the subject-matter of the order or during the period of guarantee and warranty for defects in the amount of 0.5% of the order value, for each day of delay, calculated from the expiry of the deadline set by the Customer for the remedy of defects.
2. The Customer shall have the right to deduct the calculated penalties from the Supplier's remuneration.
3. In the event of the Supplier's delay in performing the subject-matter of the order or failure by the Supplier to fulfill the obligation specified in point 2.2 of the General Terms of Purchase, the Customer may - without resigning from the right to charge a contractual penalty and additional compensation - exercise one or more of the following rights:
 - a. request the performance of the order in whole or in part;
 - b. make a purchase from another Supplier, at the Supplier's expense and risk;
 - c. withdraw from the order for reasons attributable to the Supplier, without setting an additional date, upon written notification to the Supplier.

4. If the contractual penalty does not cover the damage suffered, the Customer may claim supplementary compensation under generally applicable rules.

XI. PERSONAL DATA

1. In connection with the execution of the order, the Parties may process personal data of employees and associates of the other Party, for which the other Party has the status of a data controller (hereinafter referred to as Personal Data).
2. The Parties represent that they shall provide sufficient guarantees to implement appropriate technical and organizational measures so that the processing of Personal Data meets the legal requirements and protects the rights of the data subjects.
3. The parties agree to apply the Data Protection Regulations, including: the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as GDPR, and the Act of May 10, 2018 on the protection of personal data, as well as all provisions and regulations regarding the processing of personal data and privacy. References to legislation shall also include any amendments thereto.
4. During the processing of Personal Data, the Parties shall cooperate in the processing of Personal Data, including immediately inform each other about all circumstances that have or may affect the security of Personal Data processing.
5. Due to the fact that the personal data of employees/associates indicated in the Agreement or in the subsequent contacts of the Parties as persons responsible for the performance of the Agreement or contact persons is made available between two data controllers - who are Parties to the Agreement, the entity to which the employee's data has been made available or an associate of the other Party, shall become its controller. The Supplier shall be obliged to provide its employees and associates, whose data has been made available hereunder, with the information clause constituting an appendix to these GPC.

XII. INTELLECTUAL PROPERTY RIGHTS

1. The price agreed in the Order shall include, without the need for additional provisions in the Order, the transfer to the Customer of copyrights, provided that the goods are delivered with works within the meaning of the Act of February 4, 1994 on copyright and related rights.
2. The Supplier, upon signing the document confirming acceptance of the goods referred to in II point 1 of GPC shall transfer all copyrights to the delivered works and shall grant consent to the exercise of derivative rights related to the above-mentioned work, as well as to introduce any changes thereto.
3. The transfer referred to in point 2 of this chapter, GPC shall occur in all known fields of exploitation, including in particular in the scope of:
 - a. recording and reproducing works in whole or in part by any technique and in any form, in particular by printing, reprographic, magnetic recording, digital technique in any number of copies,
 - b. placing on the market, lending or renting the original or copies, both in whole and in any selected portions, including combining portions of various, freely selected works into a single whole,
 - c. entering into the memory of any number of computers,
 - d. entering and sharing on the Internet and other computer networks,
 - e. making shortcuts, cuts, modifications, reassembling, translations,
 - f. modifying the entirety of works and their individual portions, including the right to proofread and make alterations, changes and adaptations,

- g. public performance, exhibition, display, playback, broadcasting and remitting, as well as public sharing of works in such a way that everyone can have access to them at a place and time chosen thereby,
 - h. combining works and their portions with other works, including those that were not created as a result of the Contractor's actions.
- 4. The Supplier represents that it is entitled to all intellectual property rights relating to the goods and their elements, or that it has a license granted thereto by a person entitled under such rights, in a way that ensures free use and/or the possibility of transferring ownership of the goods to the Customer.
- 5. The Supplier shall bear the risk of submitting claims by third parties in the field of intellectual property rights regarding goods and their elements, and in this respect the Supplier shall be obliged to protect and secure the Customer against such claims, and shall also be obliged to take all necessary steps to eliminate such risk.
- 6. In the event of an allegation stating that the use by the Customer of the goods breaches the intellectual property rights of third parties, the Supplier shall be obliged at its own expense, in accordance with the Customer's request and within the deadline required by the Customer, either replace the goods or modify them in such a way that there is no infringement of intellectual property rights of third parties. If the Supplier fails to make such a change or modification, it shall reimburse the Customer for the price paid for the goods subject to the allegation.
- 7. The above provisions do not affect the Customer's right to claim compensation from the Supplier under general terms.