

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**Eurofoam Polska Sp. z o.o.**  
**Zgierz, June 2020, Version no. 3**

**Preamble**

These General Terms and Conditions of Purchase of Eurofoam Polska Sp. z o.o. with its registered office in Zgierz, effected by the Company's Management Board's resolution are applicable as from 1 June 2020.

**1. General Provisions:**

1.1. The Supplier shall complete each delivery on the basis of an order placed by Eurofoam Polska Sp. z o.o. (hereinafter referred to as the Recipient), which will specify the conditions of completion thereof, namely object of the order, date of completion, payment conditions, conditions of delivery, etc. An order can be placed in a written or electronic form, or by phone with subsequent written or electronic confirmation.

1.2. The Supplier shall confirm the acceptance of an order by electronic means (fax, e-mail), by post or by phone.

1.3. Without the Recipient's consent the Supplier cannot transfer its right to complete an order to any third party.

1.4. An order shall be deemed to have been completed when the goods delivered to the Recipient or a service completed meets the requirements in terms of quality, quantity, price, date and place indicated for delivery/completion of a service.

1.5. In the event when the Supplier notifies the Recipient that the Supplier is not able to complete an order at the date or in the quantity specified by the Recipient, the Recipient shall have the right to terminate the order without bearing any costs.

1.6. In disputable matters the parties declare that they will resolve the dispute amicably, and when they fail to reach agreement, any disputes relating to completion of an order shall be resolved by a court competent for the Recipient's seat.

1.7. Conditions included in the Supplier's quotation shall be deemed to be binding until they are terminated in writing or negotiations between the Recipient and the Supplier are finalized and confirmed by a new quotation.

1.8. The Supplier shall quote the order number in any correspondence and delivery

documents (shipping specification, delivery notes, invoice).

**2. Delivery:**

2.1. The Supplier shall deliver the goods according to the order or quotation made. The goods delivered shall be packed, marked and labelled according to applicable legal regulations.

2.2. The Supplier is responsible for any damage caused by the damage to goods as a result of improper packaging or lack of suitable protection during transport.

**3. Quality of Delivery:**

3.1. The Recipient's goal is to receive deliveries free of material defects. At the same time the Supplier must guarantee zero defects of materials supplied.

3.2. The Supplier must have all the licenses required by legal regulations to carry on its business activity and sell its products.

3.3. The Supplier must submit material certificates or approvals confirming that the goods delivered are in conformity with the goods requested. If there are not approvals, the Recipient has the right to refuse to accept the goods.

3.4. The Supplier agrees to allow Recipient's representatives to examine and check the manufacturing and quality control methods applied.

3.5. The Supplier must immediately inform the Recipient of any changes in the products and in intermediate products used for manufacture and in the methods of manufacturing of goods delivered, including changes of the manufacturing location. Any changes made must be appropriately documented in order to easily determine the extent and dates of changes made.

3.6. The Supplier must inform the Recipient of changes of contact persons working with the Recipient.

3.7. If the Supplier fails to comply with these General Terms and Conditions of Purchase, the Recipient has the following rights:

- to refuse to accept the goods and to return it at the Supplier's cost,
- to request the Supplier to immediately replace the goods with defect-free goods,

- to obtain a price discount on the goods that are not of full value, but which can be used;
- to charge the Supplier the costs that may arise due to failure to deliver the goods ordered on the date indicated in the order;
- to charge the Supplier with the costs that may arise due to delivery of the products with defects that were not disclosed upon the collection of delivery or with hidden defects.

#### **4. Guarantee of deliveries, acceptance of goods:**

4.1. The Recipient has the right to submit a complaint regarding defects within 4 weeks after receipt of the goods and regarding hidden defects – within 2 weeks after they are disclosed. Defects of the goods that are disclosed only upon the transfer of the goods or use thereof in normal manufacturing process shall also be considered hidden defects.

4.2. The time limits for making a complaint mentioned in point 4.1 shall also apply when the Supplier assembles or installs the object of delivery based on our request. In such event, the time limit for complaint shall start to run upon collection of a ready and installed object of delivery by us or by our customers according to a written confirmation of receipt.

4.3. The Supplier shall bear responsibility that no third-party rights will be infringed by the Supplier's services, deliveries or by use of the goods and services purchased from the Supplier. The Supplier agrees to indemnify and hold us harmless in the event of any infringements.

4.4. If a dispute about the quality of raw material is not resolved by the Parties, defective raw material shall be examined by an independent laboratory at the Supplier's cost.

4.5. The Recipient applies procedures of acceptance and control of goods according to its integrated quality and environmental management system. Delivery shall be weighted, counted, measured and examined.

#### **5. Invoicing, delivery notes, payment:**

5.1. VAT invoices must be issued according to relevant and applicable legal regulations. In addition, they must include the number of the Recipient's order, unit of measurement compliant with the order, and the delivery number, if applicable.

5.2. Delivery must be accompanied with a delivery note containing the following data: Supplier's name, object of delivery, number of the Recipient's order, date of dispatch, assortment list.

5.3. The Recipient shall make payment after receipt of a properly issued VAT invoice at the date agreed, counting from the date of receipt thereof.

5.4. In the event when the delivery is found to be not in conformity with the order or in case of a defect found in the goods, the Recipient shall cease payment for such goods until the complaint is considered by the Supplier.

#### **6. Force Majeure:**

6.1. Each of the parties has the right to suspend performance of its obligations under the order or quotation accepted, if such performance is hindered or impossible due to the following circumstances: fire, flood, gale, shortages in power supply, epidemics, riots, strike, mobilization, war. The party referring to the act of Force Majeure shall promptly inform the other party in writing of the occurrence and cessation of such circumstances.

#### **7. Final Provisions:**

7.1. We declare that we are a VAT payer and the Company is authorised to receive VAT invoices.

7.2. We declare that Eurofoam Polska Sp. z o.o. has the status of a large enterprise within the meaning of Art. 4c of the Act of 8 March 2013 on preventing excessive delays in commercial transactions (Journal of Laws of 2019 items 118 and 1649)

7.3. Failure to comply with these General Terms and Conditions of Purchase may result in termination of cooperation.