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The Future of Foam

GENERAL TERMS AND CONDITIONS OF PURCHASE

Eurofoam Polska Sp. z o.o.
Zgierz, June 2021, 4th edition

Preamble

These General Terms and Conditions of Purchase of Eurofoam Polska Sp. z o. o. with its registered office in Zgierz, introduced by a resolution of the Management Board of the Company with effect from June 1, 2020.

1. General provisions:

1.1. The Supplier is obliged to present the following documents:

- a photocopy of the current excerpt from the National Court Register or a copy of the current certificate for entry in the business register,
- a photocopy of a certified copy confirming the assignment of NIP (Tax Identification No.), REGON (Business Statistical No.), BDO (Product, Packaging and Waste Management Database No.).

A foreign Supplier is obliged to present documents confirming its legal status and tax identification number.

The Supplier carrying out transactions with Eurofoam Polska is obliged to deliver by 31 January of the following year a declaration in accordance with Annex 1, which indicates the real owner of transactions carried out with Eurofoam Polska in a given year, to the address of Eurofoam Polska by e-mail or by post.

1.2. The supplier will each time deliver goods on the basis of an order placed by Eurofoam Polska Sp. z o. o. (hereinafter referred to as the Recipient), in which the terms of its performance will be provided, i.e. the subject of the order, the deadline for its implementation, payment terms, delivery terms, etc. The order may be placed in writing, electronically and by phone with subsequent confirmation in writing or electronically.

1.3. The Supplier is obliged to confirm the acceptance of the order by e-mail (fax, e-mail), by post or by phone.

1.4. The Supplier may not transfer the right to perform the order to third parties without the consent of the Recipient.

1.5. The order is considered completed when the goods delivered to the Recipient or the service performed meet the requirements in terms of quality, quantity, price, date and indicated place of delivery/performance of the service.

1.6. If the Supplier notifies that it will not be able to fulfil the order within the time or in the quantity indicated by the Recipient, the Recipient has the right to withdraw from the order without incurring costs.

1.7. In disputes, the Parties declare an amicable settlement of the dispute, and in the event of failure to reach an agreement, any disputes regarding the performance of the order shall be resolved by the Court competent for the seat of the Recipient.

1.8. The terms and conditions included in the Supplier's offer shall be deemed binding until their written termination or completion of negotiations between the Recipient and the Supplier, confirmed by a new commercial offer.

1.9. The Supplier is obliged to quote the order number in all correspondence and delivery documents (shipping specification, Stock Issue Confirmation, invoice).

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2. Deliveries:

2.1. The Supplier is obliged to deliver the goods in accordance with the order or the offer submitted. The delivered goods should be packed, marked and labelled in accordance with applicable law.

2.2. The Supplier is responsible for damage resulting from damage to the goods caused by improper packaging or the lack of appropriate protection during transport.

3. Delivery quality:

3.1. The Recipient's objective is to accept deliveries with no material defects. At the same time, the Supplier must guarantee zero defectiveness of the delivered materials.

3.2. The Supplier must have all the rights resulting from legal provisions in the field of business activity conducted and marketing of its products.

3.3. The Supplier must provide material certificates or approvals confirming compliance of the delivered goods with the ordered goods. In the absence of certificates, the Recipient has the right to refuse to accept the goods.

3.4. The Supplier undertakes to allow the Recipient's designated representatives to have access to examine and verify the applied production and quality control methods.

3.5. The Supplier must immediately inform the Recipient about changes in the product, changes in semi-finished products used for production and the method of manufacturing the delivered goods, including changes to the place of manufacture. All introduced changes must be properly documented in order to easily determine the scope and dates of the changes introduced.

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

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

- Refusal to accept the goods and their return at the Supplier's expense,
- Call for immediate replacement of the goods with goods free from defects,
- Obtaining a price discount for goods that are defective but possible to use,
- Charging the Supplier with costs that may result from failure to deliver the ordered goods within the deadline specified in the order,
- Charging the Supplier with the costs that may result from the delivery of the product with defects not disclosed upon receipt of the delivery or with hidden defects.

4. Delivery guarantee, goods receipt:

4.1. The Recipient is entitled to make a complaint about defects within 4 weeks after receipt of the goods, and about hidden defects within 2 weeks after their discovery. Hidden defects are also those defects of the goods that are only established when the goods are handed over or used in the normal production process.

4.2. The indicated deadlines for filing a complaint in item 4.1 shall also apply if the Supplier, on the basis of our order, assembles or installs the subject of delivery. In this case, the complaint period begins with the receipt of the finished, installed subject of delivery by us or our customers in accordance with the written acknowledgment of receipt.

4.3. The Supplier bears responsibility for that the rights of third parties are not infringed by its services, deliveries or the use of goods and services purchased from the Supplier. The Supplier undertakes to present us in any cases of violations as faultless.

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

4.5. The Recipient applies the procedures for accepting and controlling the goods in accordance with the integrated quality and environmental management system implemented at the Recipient. The delivery is weighed, counted, measured and tested.

5. Invoicing, delivery notes, payment:

5.1. VAT invoices must be issued in accordance with applicable law in this regard, moreover, they must have the Recipient's order number, the unit of measurement consistent with the order, and, if applicable, the delivery number.

5.2. The delivery must be accompanied by a delivery note with the following data: Supplier's name, subject of the delivery, Recipient's order number, date of shipment, assortment list.

5.3. The Recipient will make the payment upon receipt of a properly issued VAT invoice, within the previously agreed deadline, counting from the date of its receipt.

5.4. If inconsistency of the goods delivered with the order or a defect in the goods is found, the Recipient will suspend the payment for such goods until the Supplier considers the complaint.

5.5 For domestic transactions, the condition for lowering the tax base in relation to the tax base specified in the invoice is each time the Buyer's confirmation of the receipt of the "in minus" corrective invoice, which constitutes acceptance of the terms of the transaction.

6. Force Majeure:

6.1. Each Party is entitled to suspend the performance of its obligations under the order or the accepted offer if the performance is difficult or impossible due to the following circumstances: fire, flood, storm, energy supply limitations, outbreaks, riots, strike, mobilisation, war. The Party affected by force majeure shall notify the other Party in writing, without undue delay, of the emergence and cessation of such circumstances.

7. Final provisions:

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

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

7.3. We declare that we have a Code of Conduct for Suppliers and we are obliged to comply with it in our contacts with business partners.

7.4. Failure to comply with these General Terms and Conditions of Purchase may result in withdrawal from partnership.

8. Annex

1/ Model Supplier's declaration regarding the actual owner.

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Model Supplier's declaration regarding the actual owner.

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Place and date

Acting on behalf of (Supplier's name), I declare that the real owner of receivables from transactions carried out by (Supplier's name) inyear with Eurofoam Polska Sp. z o.o. was:

1/ (Supplier's name),

2/ other entity(indicate the name and address of the registered office)

.....

Name, surname and signature
of the person authorised to represent

Information:

The actual owner is an entity that:

- 1/ receives receivables for its own benefit, decides independently about their use and bears the economic risk related to their loss in whole or in part,
- 2/ is not an intermediary, representative, trustee, or other entity legally or actually obliged to transfer all or part of the receivables to another entity,
- 3/ conducts actual business activity in its country of residence, in particular:
 - has an enterprise under which it actually performs activities constituting a business activity, including, in particular, it has premises, qualified personnel and equipment used in the conducted business activity;
 - does not form a structure functioning in isolation from economic reasons;
 - there is a commensurability of the scope of activities conducted and the actual premises, staff or equipment owned;
 - independently carries out its basic economic functions using its own resources, including the management personnel present on site.