

# General Terms and Conditions of Delivery of ANGA Uszczelnienia Mechaniczne Sp. z o.o. as of 17.02.2017

## 1. Scope of Application

These General Terms and Conditions of Delivery (hereinafter: GTC) apply to purchases of goods and services (hereinafter: Products) between ANGA Uszczelnienia Mechaniczne Sp. z o.o. , hereinafter referred to as "Purchaser", and the seller, hereinafter referred to as "Supplier", hereinafter also referred to as the Parties. These GTC apply to all Contracts and Orders between the Parties. Delivery of these GTC to the Supplier shall bind the Supplier by GTC with respect to all Contracts and Orders delivered together with GTC as well as with respect to any further Contracts and Orders between the Parties.

## 2. Order Confirmation, Price

Not later than up to three business days, the Supplier shall send a written confirmation of Order acceptance, which will be regarded as binding by the Purchaser. Failure to send the Order Confirmation by the Supplier up to three days shall be tantamount to acceptance thereof. The Orders and Order Confirmations should be sent by email, fax, or using another agreed method, to addresses and numbers indicated for communication, and they must, at a minimum, include: Order number, information about quantity, price, place and date of delivery, first name and surname of an ordering person, item number and all other information needed for clear identification of respective goods or services. The Price specified in the Order shall be set and unchangeable. Unless the Order provides otherwise, the Price shall include costs of packaging as well as any charges and taxes related to the Products included in the Order. All Products shall be packed in accordance with Purchaser's guidelines and, in absence thereof, in accordance with good commercial practice in an appropriate and safe manner preventing any damage to the Products during transport. Any costs and charges not indicated expressly in the Order shall require prior Purchaser's approval in writing.

## 3. Terms of Payment

All payments for Deliveries will be made on the basis of invoices correctly issued by the Supplier and delivered to the Purchaser. Unless provided otherwise, the due date shall be 90 days from the invoice date. If a different due date is agreed with the Purchaser, that due date should be specified in the invoice. The date of payment shall be deemed the date of charging the Purchaser's bank account. An original invoice shall include, *inter alia*, Purchaser's full name, address and VAT number (NIP), Order number, invoice date, Products' selling date, country of origin, currency, terms of delivery, Supplier's bank account number (if payment has not been made before), first name and surname and signature of a person authorized to issue the invoice and the heading "VAT Invoice" and inscription "Original". If the invoice is delivered via electronic media, the Supplier is obliged to apply to the Purchaser on a one-off basis for acceptance of electronic invoices. The e-invoices shall be mailed to email address [e-faktury@anga.com.pl](mailto:e-faktury@anga.com.pl).

## 4. Product Delivery and Date of Delivery

Unless provided otherwise, the Supplier is obliged to make delivery under DDP for foreign suppliers or free to the recipient for domestic suppliers, pursuant to Incoterms 2010 (or subsequent Incoterms versions, which may supersede Incoterms 2010). Upon delivery, the Purchaser shall confirm only the fact of delivery, and not the exact quantity or quality of the Products. Confirmation of delivery shall have no impact of Purchaser's rights to report defects or shortages later. The Supplier is obliged to make delivery on the agreed date, resulting from the Order. All Deliveries shall be made on the Date of Delivery confirmed in advance. If the Supplier delays Product shipment, and the fulfilment of Purchaser's obligations requires transport at premium freight, the shipment will be delivered by the Supplier, at Supplier's

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expense (by making prepayment), using carriers indicated by the Purchaser. If the Supplier delivers the Products earlier than on the date agreed with the Purchaser, the Purchaser reserves the right to return such products to the Supplier, at Supplier's expense. Any late delivery caused by a missing Order number in the shipping documents or misidentification of the Products shall be regarded as attributable to the Supplier. In case of late delivery, the Purchaser may request a stipulated penalty amounting to 0.5% of the Order value for each day of delay. The Supplier is obliged to notify the Purchaser forthwith in case of possible late delivery.

### **5. Warranty and Supplier's Liability**

The Supplier guarantees for the period of minimum 2 years from properly performed Order or Contract, that all the products delivered to the Purchaser will be free of any legal and physical defects, including defects in material and workmanship, they will meet Purchaser's quality standards and requirements and they will fully comply with a respective Order and other applicable documents, especially they will comply with the drawings, designs, parameters, samples and descriptions indicated in the Order, appropriately to an intended purpose and they will comply with any legal provisions and technical standards. Unless the Parties have agreed otherwise, depending on Purchaser's request, the Supplier shall rectify any deficiencies or replace any defective Products within 48 hours from claim submission by the Purchaser. If the Purchaser reports deficiencies or defects, and the Supplier fails to rectify those or make replacement, the Purchaser may, at own discretion and in addition to exercising any rights or seeking further remedies provided by law, rectify such deficiencies in nonconforming Products or have such deficiencies rectified by a third party, at Supplier's expense. In case of replacement of defective Products by the Purchaser, the period of warranty and implied

warranty shall run anew starting from the date of delivery of the Products as agreed. Any damage occurring during transport and related costs shall be at Supplier's expense. The Supplier undertakes to pay any costs and damages suffered by the Purchaser, including Purchaser's costs and the costs charged to the Purchaser by a Customer for the violation of contractual terms and conditions or any applicable standards or legal provisions.

### **6. Quality Requirements**

The Supplier is obliged to meet current and known standards as regards technology, safety regulations and technical data agreed in the Order and technical documentation. Irrespective of that, the Supplier is obliged to control the completion of the object of the Contract on an ongoing basis. The Supplier shall submit "quality certificates" specified in the Orders, including those from Supplier's lower tier sub-suppliers (e.g., material conformity certificates), according to the forms required by the Purchaser. The Supplier shall notify the Purchaser forthwith of any quality deviations in the performed Order, as the Purchaser needs to approve all instructions relating to a nonconforming product or nonconformity. The Supplier may use sub-suppliers only upon prior written consent of the Purchaser, after they have been approved by the Purchaser in advance and provided that the sub-suppliers have undertaken to meet the requirements relating to the timeliness and quality of delivery as well as regarding confidentiality and intellectual property rights.

### **7. Confidentiality**

The Supplier undertakes to regard as confidential all proprietary and confidential information concerning the Purchaser and its affiliates, their employees and customers, suppliers and business partners and other business, commercial, technological and organizational information provided to or of

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which the Supplier has become aware as a result of business relations established. Any drawings, models, patterns and other information referred to in the preceding sentence may not be disclosed to any third party and shall remain the property of the Purchaser, unless such information is included in Purchaser's written consent to disclosing those. The objects manufactured according to such data may not be submitted to any third party, either as semi-finished products or finished parts. This refers also to the parts improved by the Supplier according to Purchaser's specifications. In case of violation of this confidentiality obligation, the Supplier shall pay the Purchaser the penalty of € 100,000 for every case of violation. The Purchaser may seek additional indemnity exceeding the value of the prescribed penalty.

### **8. Order Cancellation**

The Parties may cancel the Order or terminate the Contract between them at any time, by mutual consent. The Purchaser may change or cancel the Order, in whole or in part, at any time and at its own discretion, by notifying the Supplier. Upon receiving such notification, the Supplier shall stop any work forthwith. If that is the case, the Purchaser shall pay only for the Products finished before notification and reimburse the Supplier for justified and documented work in progress until receipt of notification by the Supplier. The Purchaser may cancel the Order/ terminate the Contract with immediate effect, without any obligations towards the Supplier, if the Supplier breaches the provisions of the Order or the Contract binding the Parties or if it is doubtful that the Supplier will be able to perform the Order or contractual obligations, especially due to Suppliers financial position. The Purchaser may cancel the Order/ terminate the Contract without any additional calls and obligations towards the Supplier also when the Supplier is behind with performance of the whole or part of the Order or contractual obligations by more than 7 days, up to 60 days from the occurrence of delay.

### **9. Final Provisions**

Matters not regulated by these GTC shall be governed by Polish legal provisions. The court of general jurisdiction over the seat of the Purchaser shall be the court competent for any disputes arising from or in connection with placing or performance of the Order or the Contract binding for the Parties. The Supplier may not transfer any rights and obligations under this Agreement to any third party without written consent of the Purchaser. The invalidity, in whole or in part, of any provision hereof will not affect the validity of the reminder of this Agreement. The Purchaser shall not accept any general terms and conditions from the Supplier.