

# GENERAL PURCHASE CONDITIONS

## 1. General provisions

- 1.1. The Supplier shall deliver the goods in accordance with a written order placed by FCPK Bytów Sp. z o. o. (hereinafter "Buyer") indicating the conditions and terms of delivery.
- 1.2. The Supplier shall confirm the acceptance of the order by electronic means (fax, e-mail).
- 1.3. The Supplier shall not assign the performance of the order to third parties without written consent of Buyer.
- 1.4. The order is deemed completed when the goods delivered to the Buyer are compliant in terms of date, quality, quantity and price.
- 1.5. If the Supplier cannot fulfill the order due to bankruptcy, bankruptcy proceedings or liquidation or assignment, the Buyer has the right to cancel the agreement by written notice.
- 1.6. Any disputes arising in connection with the purchases shall be resolved by competent court with jurisdiction for the registered office of the defending party.
- 1.7. The offers placed apply only to the Buyer's requirements and shall be free of charges.
- 1.8. In all communications and delivery documents (shipping list, goods release document, invoice) the Supplier shall reference the order number.

## 2. Delivery

- 2.1. The Supplier shall deliver the goods at his expense without additional charge for the Buyer, unless the agreement stipulates otherwise.
- 2.2. If the goods are shipped at the Buyer's expense, the Supplier shall send the goods via Schenker transportation firm ([www.schenker.pl](http://www.schenker.pl)), providing our client reference number **006215966**, unless the agreement stipulates otherwise.
- 2.3. The goods shall be packaged and labeled in manner allowing for prompt identification.
- 2.4. The Supplier is liable for any and all damages to the goods as a result of undue transport or lack of security during transport.

## 3. Quality of delivery

- 3.1. The Supplier – on Buyer's request – shall provide certificates confirming the compliance of the goods as ordered. In the absence of such certificate the Buyer has the right to refuse to accept the goods.
- 3.2. The Supplier shall allow authorized representatives of the Buyer to access and inspect the applied methods of production and control.

- 3.3. If the conditions of purchase are not met, the Buyer has the right to:
  - bring complaint and return the goods at the Supplier's expense, or
  - claim a price discount on the substandard goods, which may be used.

## 4. Guarantee of delivery, acceptance of goods

- 4.1. The delivery of goods or payment for the goods shall not be deemed equivalent with acceptance of the goods.
- 4.2. The procedure of acceptance and control of the goods is consistent with Quality Management System **ISO9001:2000**, i.e. the delivery is weighted, measured and counted, etc.
- 4.3. If the goods have any concealed defects, the Buyer has the right to bring complaint, and return or exchange the goods, despite the fact that the guarantee period lapsed.

## 5. Invoicing, delivery confirmation, payment

- 5.1. VAT invoices shall be issued in accordance with the prevailing provisions in this respect and shall bear the following information: Buyer's order number, measurement unit in accordance with the order, delivery number, if any. The Supplier shall deliver two copies of the invoice to the Buyer's Accounting Department.
- 5.2. The delivery shall be accompanied with the delivery confirmation containing the following information: name of Supplier, description of delivery, Buyer's order number, date of shipment, list of shipped goods.
- 5.3. The Buyer shall make payment upon receipt of an original invoice within 60 days, starting from the date of receipt of the goods, on condition that the goods and their quality have been accepted by the Buyer.
- 5.4. When invoicing, if the Supplier stipulates worse payment conditions for the Receiver, the Receiver will consider such conditions invalid.

## 6. Final provisions

- 6.1. We hereby declare that we are VAT taxpayers (PL842-000-45-81) and the Company is authorized to receive VAT invoices. On an individual basis we authorize your Company to issue VAT invoices.
- 6.2. Any breach of these General Conditions of P may result in the refusal to accept the consignment, its return at the Supplier's expense or delay in the payment of invoice.