

GENERAL TERMS AND CONDITIONS OF PURCHASE

Company "CIARKO" Sp. z o.o. sp.k. with registered office in Sanok

I. GENERAL PROVISIONS

1. Purchase of all goods (hereinafter referred to as "Goods") by the Company "CIARKO" Sp. Zoo. sp. k. (hereinafter referred to as the "Buyer"), may take place only in a manner consistent with the General Terms and Conditions of Purchasing, (hereinafter referred to as the "Terms").
2. The Supplier hereby consents to and agrees that these Terms take precedence over the general terms of the contracts, general terms of sale, contract contracts, regulations introduced by the Supplier.
3. Any deviation from complying with the Terms by the Supplier is acceptable only on the basis of the Buyer's prior written consent. The Buyer shall be allowed not to apply certain provisions in special cases only and only in relation to a specific order hereinafter referred to as the "Order") and such instance shall not be treated by the Supplier as mandatory for the implementation of other Orders placed by the Buyer.
4. The order is not subject to changes or additions, unless otherwise specified in the Order. The Terms constitute an attachment to the Order. The order cannot be accepted by the Supplier implicitly. Confirmation of the Order is tantamount to acceptance of these Terms.
5. The contract for the purchase of Goods or services is considered concluded as long as the Supplier confirms the acceptance of the Order on time and in the manner described in the Order, upon confirmation of the Order. Unless otherwise specified in the Order, the confirmation of the Order may be submitted within 2 (two) business days by e-mail to the e-mail address of the Buyer's authorized representative. In the event that the Supplier does not confirm the Order in the manner indicated above, the Buyer may withdraw the Order at any time without any negative effects on him.
6. If the acceptance of the Order by the Supplier is subject to changes or additions, the Order shall be deemed not accepted for execution, unless the Buyer has given written consent to change the terms of the Order.
7. In the event that the Buyer concludes a contract for the purchase of goods or services in a manner other than acceptance of the Buyer's Order by the Supplier, the Terms and Conditions shall apply to the extent not regulated by the content of such contract, with priority for the provisions of the contract, unless the contract provides otherwise.
8. Changes to the Order shall be made in writing with the consent of both Parties, however, it is acceptable and with the same effect to exchange the identical confirmations of the content of the agreed amendments to the Order by using e-mail addresses between representatives of the Parties authorized to place / accept the Order in accordance with the provisions of Chapter XI these Terms.
9. An amendment to the Order is made in writing following the consent of both Parties, however, with all the same effect, it is acceptable to exchange may be exchanged with identical confirmations of the content of the agreed amendment to the Order, using e-mail addresses between representatives of the Parties authorized to place / accept the Order in accordance with the provisions of section XI of these Terms .

II. DELIVERY

1. The ordered Goods will be delivered in a manner consistent with the Buyer's Order. The goods shall be free from defects.
2. Along with the delivery of the Goods, the Supplier shall provide the Purchaser with a delivery document. The delivery document contains the complete number and date of the Buyer's order,

specification of the range and quantity of the Goods delivered. A copy of the delivery document should be handed over to the Buyer upon confirmation of receipt.

3. The delivery should be made in full, without dividing it into parts, unless the Buyer gives his prior written consent or it is specified in the Order placed by the Buyer.
4. The dates of delivery of the Goods specified in the Order may be changed only with the prior written consent of the Buyer, provided that the payment for these deliveries takes place within the maturity date specified in the Order.
5. The date of delivery of the Goods means the date of delivery of the Goods to the Buyer by the Supplier at the place specified in point 7.
6. Any delivery of the Goods before the agreed date may take place only with the prior written consent of the Buyer, provided that the payment for these deliveries will take place within the maturity date specified in the Order.
7. All Goods are delivered to the place indicated in the order.
8. The costs of transporting the returned Goods as well as the costs of resending the Goods as a result of the Buyer's complaint are incurred by the Supplier, unless the parties agree otherwise.
9. The ownership of the Goods, the danger of their loss or damage, as well as the weights and benefits are transferred to the Buyer upon receipt of the Goods (quantitative and qualitative) at their destination and at the same time the Supplier submits a complete set of documents relating to the Goods, such as material approvals, cards warranty or other documents specified in the Purchaser's Order.

III. TERMS OF PAYMENT AND PRICES

1. The prices specified in the Order are net prices and do not include the applicable VAT.
2. Invoices will be issued for completed deliveries. If required by applicable regulations, invoices may be issued before the delivery of the Goods, in particular in order to document the advance payments.
3. The invoices shall comply with the relevant requirements in accordance with applicable regulations the deliveries of Goods are subject to.
4. An invoice or other billing document allowed by the law of the Buyer's country constitutes the basis for payment for the delivered Goods.
5. The VAT invoice should include the name of the Good, quantity, unit price and value of the delivered Good, Tax Identification Number of the Supplier (except for import of goods, raw materials), payment terms and deadline in accordance with the Incoterms 2010 conditions specified in the Purchaser's Order.
6. The payment deadline is counted from the date of serving the Buyer a properly issued VAT invoice. Invoices should be served to the company's address.
7. The payment shall be deemed made on the day on which the payment is debited to the Buyer's bank account.
8. The Supplier is obliged to place the Purchaser's Order number on the invoice and other delivery documents.
9. If the delivery is not carried out in accordance with the conditions specified in the Order, the Buyer has the right to suspend the payment and extend the payment deadline until the full and correct performance of the subject of the Order, or to deduct amounts due to him from the Supplier for non-performance or improper performance of the subject of the Order and not removing faults or defects. The buyer will be entitled to make such a deduction before the deadline for payment on the basis of a unilateral declaration of intent. This does not limit the Buyer's right to enforce contractual penalties.
10. The parties to the contract are active VAT payers.

IV. RIGHT TO CONTROL

1. The Buyer is entitled to inspect the Supplier's production process in order to validate the Order execution process and the quality of the Goods. The Supplier is obliged to enable the Buyer to exercise the above right within the time limits and on the conditions proposed by the Buyer.
2. When carrying out the Order, the Supplier is obliged to take into account the recommendations suggested by the Buyer following the inspection.
3. The tooling designed and manufactured at the Buyer's expense in connection with the performance of the Order, is the property of the Buyer and may only be used to fulfill the Buyer's orders. The tooling will be at the Buyer's disposal at any time.

V. LIABILITY

1. The Supplier grants a 36-month quality guarantee and warranty for the delivered Goods starting on the date of their collection by the Buyer.
2. Complaints shall be submitted to the email address of the Supplier's representative. Complaints may also be submitted by fax to the addresses or number used by the Supplier in business operations.
3. By using the warranty, the Buyer may, at his discretion, withdraw from the Agreement in whole or in part (if the defect concerns a part of the Goods delivered), request that the defective Goods shall be replaced with such free from defects, or request the Supplier to reduce the price proportionate to the extent to which such defect limits the usability of the Good, in particular with regard to the purpose of concluding the contract by the Buyer.
4. By using the warranty, the Buyer may, at its discretion and according to the type of Good, demand either repair or replacement of the Good, free of defects (i.e. brand new). The Supplier may not refuse to rectify a defect, repair the Goods or replace them with the ones free of defects, even if it would require excessive costs.
5. Complaints filed by the Buyer shall be considered as warranty claims, unless the content of the complaint requires that the notification shall be based on a guarantee.
6. Each Complaint submitted during the warranty and / or guarantee period extends the warranty and / or guarantee periods by the time counted from the date of notification to the date of removal of the defect / fault reported. In a situation where the Good has been replaced, the warranty and guarantee period for such a Good starts again on the day of its replacement.
7. The Buyer is entitled to assign the rights under the guarantee and / or warranty given by the Supplier to third parties with the right to make further assignments by these third parties.
8. The complaint will be settled within the time limit set by the Buyer in the complaint.
9. The Supplier shall address the Buyer's complaint within 3 days. The lack of a written expression of the Supplier's stance within this period is tantamount to considering the complaint justified in its entirety.
10. In the event of a dispute as to the existence of a defect, the parties will subject the Goods to examination by an independent unit designated by the Buyer and listed among recognized market research units competent for a certain type of Goods. The cost of the examination shall be borne by the Party whose opinion in the dispute has not been confirmed.
11. The Supplier authorizes the Buyer to rectify the defect at his sole cost and risk, if the Supplier: (a) has not rectified the defect in time; (b) remedied the defect improperly, ineffectively; (c) he did not exchange the Good for such one that shall be free of defects.
12. The Supplier is obliged to provide the Buyer with a guarantee document containing a detailed description of the manner of maintenance and use of the Goods, at the latest on the date of the Order completion. If the Supplier fails to provide such a document, the Goods should be used and maintained in a manner standard and customary for their type. If the Supplier fails to provide the guarantee document together with the supplied Good, this contract constitutes a guarantee document within the meaning of Art 577 §1 of the Civil Code.

13. In the event that the Buyer uses the replacement services referred to in point 11, the contractual penalties due to the Buyer shall be counted until the date of fulfilling the replacement services by a third party.
14. In the event of a conflict between the content of these warranty rights and the content of the rights contained in the warranty document submitted to the Buyer, these provisions shall prevail. Submission of a warranty document to the Buyer does not limit the Buyer's rights indicated in these Terms.

VI. CONTRACTUAL PENALTIES

1. Without prejudice to the Buyer's right to claim supplementary compensation on general terms, unless otherwise specified in the Buyer's Purchase Order, the Supplier shall pay the Buyer a contractual penalty for the delay in the delivery of the Good or in removing the defects of the Goods, in the amount of 0.5% of the gross value of the Goods not delivered within the deadline or defective Goods, for each commenced day of delay.
2. Without prejudice to the Buyer's right to seek supplementary compensation on general terms, unless the Buyer's accepted order states otherwise, in the event of the withdrawal from the Contract by the Buyer due to circumstances attributable to the Supplier, the Supplier shall pay the Buyer a contractual penalty of 10% of the gross value of the Goods indicated in the Order.

VII. WITHDRAWAL FROM THE CONTRACT

1. In the event that the Supplier does not comply with any terms or conditions of the Order, the Buyer has the right to withdraw from the Order in whole or in part without further obligations or liability and to recover from the Supplier any amounts paid by the Buyer and any additional costs incurred by the Buyer due to the exchange of the Good, the purchase of the Good from an alternative supplier and for losses or damages incurred as a result of delayed execution of the Order. The Buyer may exercise the right to withdraw from the Order within 12 months from the date of expiry of the warranty period.

VIII. CONFIDENTIALITY

1. All information that can be derived directly from these General Terms of Purchase, as well as information obtained by the Supplier in connection with the implementation of the Order, including in particular all organizational, commercial, technical information about the Buyer not made available to the public, will be considered confidential and as such will not be disclosed to third parties. This obligation does not apply to situations in which the obligation to provide information results from mandatory provisions of law.
2. In particular, the Supplier undertakes to treat as confidential the information about the volume of trade, prices, discounts, product specifications, logistic agreements, technical and technological data, under pain of withdrawal by the Buyer from the Order for reasons attributable to the Supplier.
3. The Supplier declares that he will not use confidential information for purposes other than the execution of the Order and that he will ensure adequate protection of such information appropriate to its confidential nature. The obligation to keep the information confidential remains in effect after the Order has been completed.

IX. FORCE MAJEURE

1. Force majeure is an extraordinary event, external and unpredictable, which could not be avoided even in the event of maximum diligence of the Parties, while neither the impact of weather on the performance of the Order, which had to be taken into account when concluding the Contract, nor the strike of the Supplier's employees shall be considered force majeure events.

2. Both Parties shall be released from liability for non-performance or improper performance of the Order to the extent it to which they were a result of a force majeure event.
3. If force majeure events last longer than 7 consecutive days, the Buyer may withdraw from the Agreement by submitting a statement regarding their wish to the Supplier – such statement shall be in writing under pain of nullity.
4. A party citing the circumstances of force majeure shall notify the other party - by e-mail or fax - immediately, but not later than within 3 days of their occurrence, as well as their cessation under pain of losing the possibility of invoking force majeure as the justification of failure to perform or improper performance of the Order / Agreement.

X. CORRESPONDENCE

1. The persons indicated in the Order by the Buyer and confirmation of the Order by the Supplier are authorized to represent the Parties in the scope of implementation of the obligations arising from the Order.
2. Each of the parties may temporarily or permanently change the persons authorized to perform the activities referred to above by making a unilateral declaration of intent made in writing under pain of nullity.
3. The Parties agree that servicing in matters related to the performance of their duties undertaken in the Order may be effected by means of electronic mail to the addresses indicated in the order, in such cases, the requirement of a written form shall be deemed met, unless the Agreement or a legal provision for a specific act provides that the written form is required under pain of nullity, in which case the general provisions shall apply.

XI. FINAL PROVISIONS

1. The Supplier is not entitled to assign the rights and obligations under the contract between the parties to a third party without the prior written consent of the Purchaser.
2. The Parties agree that their legal relationship shall be governed by the Polish law.
3. In matters not covered by these Terms and Conditions, the Civil Code shall apply.
4. Should any one provision of these these Terms and Conditions be discovered to be null and void, this shall not affect the validity of the remaining provisions, unless the parties agree otherwise.
5. The court having jurisdiction to settle disputes arising from contracts concluded on the terms set out in these Terms and Conditions is the court having jurisdiction over the seat of the Buyer.

These General Terms and Conditions of Purchase are effective from 02.01.2020