

# General Terms and Conditions for Purchasing Goods and Services of ROMAY Sp. z o.o. with its registered office in Stanowice, Poland

## §1. General provisions

These General Terms and Conditions for Purchasing Goods and Services are applicable and constitute an integral part of all agreements for purchasing goods and services concluded by ROMAY Sp. z o.o. as well as specify the principles of cooperation with ROMAY Sp. z o.o. unless explicitly stated otherwise by both parties.

1. The terms and definitions used in these GTC PGS are to be construed in the following way:

1.2. ROMAY - means the limited liability company ROMAY Sp. z o.o. with its registered office in Jelcz-Laskowice, at Inżynierska 3,

1.3. Goods - mean all the goods specified in the purchase order submitted by ROMAY;

1.4. Services - mean all the services provided for the benefit of ROMAY as a result of the purchase orders submitted by ROMAY,

1.5. The Deliverer - means the entity with which ROMAY concluded the contract for delivering or selling Goods, or the contract for providing services for the benefit of ROMAY, or any other similar contract;

1.6. Purchase price – the value specified in monetary units to be paid to the Deliverer by ROMAY for the Goods or Services according to the purchase order or the provisions of GTC PGS; the price does not include the tax on goods and services in the event the sale/delivery of goods/services is taxable with the tax on Goods and Services pursuant to relevant regulations.

## §2 Applicability

2.1. These GTC PGS are applicable to all agreements for purchasing or delivering Goods, all agreements for providing services for ROMAY Sp. z o.o. as well as other similar agreements ("delivery contract"); they constitute an integral part of each and every purchase order submitted by ROMAY to the Deliverer ("Purchase Order"), unless ROMAY and the Deliverer (hereinafter jointly referred to as "Parties", and separately as "Party") concluded a separate contract. These GTC PGS attached to the Purchase Order submitted by ROMAY to the Deliverer are applicable to all subsequent Purchase Orders submitted by ROMAY to a given the Deliverer, without the necessity of attaching them again, unless Parties agreed otherwise in writing. Any modifications to these GTC PGS are only valid if agreed by both Parties in writing. The General Sales Terms and Conditions of the Deliverer are only binding if explicitly accepted by ROMAY in writing.

2.2. The kind of Goods to be delivered, their quantity, price and required specifications as well as Services to be provided for ROMAY, their price and required specifications are specified in Purchase Order and/or in any other documentation made in writing that ROMAY submits to the Deliverer. Should any divergence occur between the contractual documents of the same type that are drawn up by a given Party, especially pertaining to the kind of Goods/ Services to be delivered/provided, their quantity and required specifications, the document with the latest date shall be regarded as valid.

## § 3 Purchase Order

3.1. Purchase Orders are submitted by ROMAY in writing on the basis of the information the Deliverer disclosed before the Purchase Order was submitted. Any statements made by the Deliverer pertaining to Goods and Services before ROMAY submitted Purchase Order (e.g. in reply to the questions of ROMAY about price lists, promotional materials, etc.)

will not be regarded as an offer within the meaning of the regulations of the Civil Code. Only the Purchase Order submitted by ROMAY to the Deliverer constitutes the offer for concluding a relevant contract. Purchase Orders made orally are valid if confirmed in writing by ROMAY. Purchase Orders submitted by fax or by email are equally valid as those made in writing.

3.2. Purchase Order is deemed as accepted, and the contract as concluded at the moment the confirmation of the Purchase Order has been submitted to ROMAY by the Deliverer or at the moment the delivery of given Goods/the provision of given Services has been commenced, whichever is the first. Purchase Order is also deemed as accepted if it is not explicitly rejected within 2 days of submitting it to the Deliverer. Purchase Order may be accepted exclusively without any reservations. Any conditions or decisions specified by the Deliverer in the confirmation of Purchase Order that modify or supplement Purchase Order or in any other way differ from the terms and conditions specified in Purchase Order and these General Terms and Conditions of Purchase are inadmissible, invalid and ineffective, and as such will be deemed as not reserved, and the contract shall be deemed as concluded in compliance with the terms and conditions specified in Purchase Order submitted by ROMAY.

3.3. ROMAY reserves the right to modify Purchase Order while it is processed. The Deliverer will make every endeavour in order to fulfil such demand. Parties will jointly take decisions concerning any changes of Purchase Price, if they are required as a result of such changes. Any modifications of Purchase Order by the Deliverer while the order is processed require prior written consent of ROMAY.

## § 4 Purchase price and payment terms

4.1. Unless agreed otherwise, Purchase Price specified in Purchase Order includes the packaging, all taxes (except for the tax on goods and services, if applicable), fees, customs duties, shipment fees (in compliance with the terms and conditions of delivery) and any other fees applicable for the delivery of Goods/the provision of Services. Purchase Price also includes the costs of additional services related with the delivery of Goods and provided by the Deliverer on the basis of given Purchase Order.

4.2. The payment terms are specified in Purchase Order.

## § 5 Delivery

5.1. Unless agreed otherwise in writing, the date of delivery of Goods/the date of completion of Services is specified in Purchase Order. The set date of delivery of Goods/the date of completion of Services is final and the Deliverer is liable for any damage resulting from delays. The liability of the Deliverer includes any losses incurred by ROMAY as well as any lost profits of ROMAY that results from the aforementioned delays. The liability of the Deliverer for the aforementioned damage does not release the Deliverer from the obligation of delivering the Goods/the completion of Services. The Deliverer shall notify ROMAY forthwith about any circumstances that could result in delaying the delivery of Goods/the completion of Services. Partial deliveries are acceptable if this possibility was indicated in Purchase Order or accepted by ROMAY in writing.

5.2. With the delivery of Goods/the completion of Services, the Deliverer shall provide the technical documentation and certificates required for Services and Goods pursuant to binding regulations of law and/or other documents specified in Purchase Order. Failure to meet this obligation shall be regarded as a delay in completing the order by the Deliverer; as a result ROMAY has the right to withdraw from the contract for the delivery of Goods/the completion of Services related to the delay, without the necessity of indicating any additional time limits for completing the

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order. ROMAY is entitled to the aforementioned right of withdrawal within 2 months of such an infringement.

**5.3.** Unless agreed otherwise in Purchase Order, the delivery is subject to DDP (Incoterms 2010) to the place indicated in Purchase Order. ROMAY The Deliverer is obliged to unload Goods at the expense and risk of the Deliverer. The unloading of Goods is allowed only after a prior consent of persons authorised by ROMAY, and in places indicated by them.

**5.4.** Unless agreed otherwise, the benefit and risk of accidental loss or damage of Goods/Services are transferred on ROMAY after the delivery of Goods/the completion of Services has been confirmed with a relevant document in compliance with the terms specified in Purchase Order.

## § 6 Guarantee

**6.1.** ROMAY shall pay the price within the time limits specified in the contract or the invoice; in case the time limits for making the payment are not specified in the aforementioned way, ROMAY shall pay the price within 60 days of the date of issuing proper invoice.

**6.2.** The declaration on granting the guarantee is tantamount to issuing the guarantee document. If the Deliverer submits a separate guarantee document (guarantee card), the terms and entitlements envisaged in this document cannot be contradictory or less beneficial for ROMAY than the terms and entitlements of ROMAY resulting from these GTCPGS or from the regulations of Polish law in the case of matters not regulated in these GTCPGS.

**6.3.** The obligation of ROMAY to inspect delivered Goods is limited to the inspection of the kind of Goods and their quantity. Every inspection and notification on defects submitted by ROMAY within the Guarantee Period will be regarded as timely; ROMAY is not limited by any time limits in relation to the submission of notifications on defects to the Deliverer. In case Purchase Orders concerned the provision of Services, the preceding sentence applies respectively.

**6.4.** In case the delivered Goods do not conform to Purchase Order or other arrangements made in writing between ROMAY and the Deliverer, on pain of being invalid, ROMAY may demand at its own discretion the repair or exchange of defective Goods, the delivery of a missing part/parts without prejudice to other rights of ROMAY under these GTCPGS or relevant regulations of law, including the right to withdraw from the delivery contract and the right to demand compensation for the actual damage or loss of anticipated profit. In case the provided Services do not conform to Purchase Order or other arrangements made in writing between ROMAY and the Deliverer, on pain of being invalid, ROMAY may demand the repair of defects, and in the event the defects cannot be repaired or the Deliverer fails to repair the defects within a specified period of time, ROMAY may at its own discretion withdraw from the delivery contract or demand a reduction on remuneration, without prejudice to other rights of ROMAY under these GTCPGS or relevant regulations of law, including the right to demand compensation for the actual damage or the loss of anticipated profit.

**6.5.** The Deliverer shall repair the defect of Goods or Services, or exchange the defective Goods at the discretion of ROMAY in compliance with Point 6.4 within 14 days of receiving the notification on defects from ROMAY, unless ROMAY agrees in writing for another time limit. Should the Deliverer fail to repair the defect of Goods or Services, or fail to exchange the defective Goods within the specified period of time, ROMAY is entitled to repair the defect on its own or to have the defect repaired (in the case of the defects of Services – to have Services completed) by a third party at the expense and risk of the Deliverer, without prejudice to the rights of ROMAY resulting from the non-

performance/improper performance of the duties under the delivery contract.

**6.6.** ROMAY reserves the right to refuse the acceptance of delivered Goods/provided Services for reasons specified in writing. The execution of this right by ROMAY does not mean any delay on the part of ROMAY in accepting Goods/Services.

**6.7.** Should ROMAY refuse the receipt of Goods, ROMAY shall forthwith notify the Deliverer about it, providing the reasons behind the refusal. Those Goods that were not accepted by ROMAY will be returned at the discretion of ROMAY to the Deliverer at the Deliverer's expense and risk or retained by ROMAY if possible, until within 5 working days the Deliverer gives further instructions on what ROMAY is to do with Goods.

## § 7 Confidentiality

**7.1.** Any data and information obtained from ROMAY orally or in writing should be used by the Deliverer exclusively for the purpose of completing Purchase Order. Such data and information remain the property of ROMAY and if in writing they should be returned to ROMAY at the first request with all existing copies.

**7.2.** The Deliverer shall keep the data and information in strict confidence; the Deliverer is not entitled to refer in any publications, advertisements, or any other written or oral form to the fact of making deliveries for ROMAY without prior written consent of ROMAY.

## § 8 Improper performance

Improper performance of Purchase Order by the Deliverer will be regarded as a delay in executing Purchase Order. The Deliverer shall repair any damage sustained by ROMAY as a result of non-performance or improper performance of Purchase Order by the Deliverer or any tort on the part of the Deliverer, including any loss sustained by ROMAY as a result of claims of third parties.

## § 9 Additional provisions

**9.1.** Any rights and obligations resulting from Purchase Order cannot be transferred to any third party without prior written consent of ROMAY. Notwithstanding the above, ROMAY is entitled to transfer the rights and obligations resulting from Purchase Order to other companies of the Group ROMAY. ROMAY is entitled to transfer the rights and obligations resulting from the guarantee and warranty to third parties.

**9.2.** Any offers, Purchase Order, agreements and these GTCPGS shall be governed by the law of the state in which ROMAY has the registered office. Should any dispute arise between ROMAY and the Deliverer pertaining to Purchase Order, they shall be adjudicated by the court with jurisdiction over the registered office of ROMAY, without prejudice to the right of ROMAY to bring action to the competent court in case the court competent in compliance with this point could not be chosen.

**9.3.** The Deliverer shall run the business activity in compliance with the ethical norms and professional integrity, abide by the regulations and organizational principles, and the safety regulations at the place of delivery of Goods/provision of Services in accordance with binding health and safety regulations, human rights, labour law, regulations on competition protection and protection against unfair competition and anti-trust procedures.

The Deliverer knows the regulations on environment protection and knows the environmental policy of ROMAY; at the time of delivering Goods/providing Services, the Deliverer assumes the obligation to protect the environment, in particular within the scope of waste management and possible hazard to environment and shall comply with

# General Terms and Conditions for Purchasing Goods and Services of ROMAY Sp. z o.o. with its registered office in Stanowice, Poland

all regulations on Environment Protection. The Deliverer is responsible for the management of waste collected during the delivery of Goods/provision of Services in compliance with relevant regulations.

9.4. At every request of ROMAY and at the time indicated by ROMAY, the Deliverer shall present the technical and maintenance documentation of the equipment by means of which the Deliverer delivers Goods/provides Services, as well as up-to-date measurements of electrical installation, confirmation on meeting minimum safety requirements as well as the maintenance book with relevant statement confirming the efficiency of the aforementioned devices. In the case of devices subject to technical supervision, the Deliverer shall keep available for ROMAY or a person authorised by ROMAY The up-to-date approval of the Office of Technical Inspection for using the devices and the certificates of the devices used by the Deliverer in particular at the area of ROMAY

9.5. The Deliverer shall ensure, on pain of being liable, that persons who operate transportation means and other devices (e.g. welding torches, saws, etc.) have required certificates, know the health and safety regulations binding at the place of delivery of Goods/provision of Services, are notified about possible risks, occupational hazard, and if required have confirmations of medical examination and psychological-apptitude tests. The Deliverer is obliged to disclose relevant documents at every request of ROMAY or an authorised person. At the demand of ROMAY, the Deliverer shall provide and make the persons who operate transportation means and other devices mentioned in Point 9.6. wear unconditionally the safety helmets, warning vests, safety footwear and individual protective means required at the place of delivery of Goods/provision of Services. The Deliverer shall equip the transportation means with back-up alarm for reverse travel and warning lights and ensure they are used at the place of delivery of Goods/provision of Services. The Deliverer shall comply with the regulations on operating at the place of delivery of Goods/provision of Services and in the nearest vicinity submitted by ROMAY or an authorised person. The Deliverer is obliged to maintain up-to-date civil liability insurance. At every request of ROMAY and at the time indicated by ROMAY, the Deliverer shall present the aforementioned insurance policy to ROMAY The Deliverer is fully liable to ROMAY and third parties for any damage to property, health or life caused by the Deliverer, the Deliverer's employees or third parties acting on behalf of the Deliverer in relation with the completion of Purchase Order.

9.6. The Deliverer shall maintain the place of delivery of Goods/completion of Services within the course of delivering Goods/providing Services in a condition that will not prevent the proper functioning of the enterprise for which the Deliverer delivers Goods/provides Services; the condition of the place of delivery cannot pose a risk to health and safety at work or be in breach with fire regulations. The Deliverer shall store materials and equipment indispensable for delivering Goods/providing Services in a place indicated by ROMAY or an authorised person. The Deliverer shall restore order at the place of delivery of Goods/ provision of Services and protect the equipment and materials.

2. Any modifications and corrections of Purchase orders, confirmations and GTCPGS shall be made in writing on pain of being invalid.
3. These Terms and Conditions come into force on 01.06.2014r.

## § 10 Final provisions

1. Should any provisions of these GTCPGS be invalid or ineffective, this does not prejudice the validity and effectiveness of the other provisions.