

TERMS OF PURCHASE COMPLETION OF THE DELIVERIES

1. Please confirm your order within 3 days from the day of its receipt. Failure to confirm shall be deemed as acceptance of the order for execution without reservations.
 2. The Supplier undertakes to manufacture and deliver, to ODLEWNIE POLSKIE S.A. with its registered office in Starachowice (ul. Władysława Rogowskiego 22, 27-200 Starachowice), hereinafter referred to as Recipient, products specified in the order, hereinafter referred to as goods, with characteristics specified in technical documentation, Polish norms, industry standards, factory standards, Polish or foreign technical requirements - supplied or set out by the Recipient.
 3. Order completion shall be performed on the basis of quarterly orders (or, optionally, orders specified in the supplier's monthly schedules) submitted to the Supplier within time limits allowing for correct execution of the orders.
 4. The Recipient has the right to rectification of an assortment and quantity in the previous orders within 15 days before the delivery month.
 5. The Recipient has the right to verify the quality of raw materials used for manufacturing the goods and to check the production process on terms individually agreed upon between the parties.
 6. The supplier shall deliver the goods in packaging corresponding to Polish norms or industry standards, or in packaging appropriate for characteristics of the goods, and using means of transport ensuring appropriate transportation.
 7. At each delivery, the Supplier shall present the following documents:
 - a) consignment note, proof of stock issue confirmation, specification considering agreement between the parties - order submitted by the Recipient together with full details of the goods (Systematic Nomenclature of Goods);
 - b) quality control certificate for delivered goods or special taking-over certificate (certificate).
- In the case of lack of the aforementioned documents, the delivery shall be deemed as incomplete until the missing documents are supplemented.
8. The Recipient undertakes to return rental packaging to the Supplier within 30 days from the day of receiving the goods, unless the parties agree otherwise.
 9. The Recipient, regardless of the rectifications, may reduce the volume of deliveries or resign periodically from deliveries in the case where the delivered goods are of poor quality or in the case of failure to adhere to the delivery schedules.
 10. The Supplier is obliged to agree with the Recipient the change of price for delivered goods not later than 14 days before delivery. On the Recipient's request, the Supplier is obliged to present price calculations. Each change of price shall be agreed on between the Supplier and the Recipient in the written form.

QUALITY CONTROL, CONDITIONS OF ACCEPTANCE AND MAKING CLAIMS

1. The Recipient is authorised to control the Supplier (after agreeing the date) in the scope of meeting technological targets and test methods, and to monitor the performance, quality acceptance and usage of raw materials and other materials required for manufacturing.
2. The Recipient has the right to raise objections and make recommendations concerning the improvement of manufacturing quality. The Supplier is obliged to implement the aforementioned objections and recommendations within the period of time specified by the Recipient. In the case when it is not possible to implement them within this deadline, the Supplier shall present its own schedule for implementing the recommendations.

3. Quality acceptance shall be performed by the Recipient on the basis of the agreed technical conditions and within the time allowing for full cycle of tests specified in applicable standards.
4. After completion of quality acceptance, the Recipient shall be obliged to immediately notify the Supplier about the detected defects by drawing up a protocol of quality claim.
5. At the moment of receipt of the delivery, the Recipient shall perform quantitative acceptance. In case of any differences in deliveries, the Recipient should draw up, with the assistance of a carrier or Supplier, a protocol of quantity claim and send it to the Supplier.
6. The Supplier, when informed about the detected defect or short delivery, should immediately, but not later than within 3 days from the notification date, deliver, at its own cost, missing quantities of goods or a substitutional lot of goods without any defects.
7. In the case where the complaint process is not completed by the Supplier in order to ensure production continuity, the Recipient shall reserve the right to repair or select the complained delivery, charging the Supplier with actual costs incurred as a result of these actions.
8. The aforementioned complaint procedure includes also cooperative elements whose poor quality (latent defects) is revealed during assembly of the finished product.

GUARANTEES

1. The Supplier grants a guarantee for the delivered products by handing over an appropriate guarantee document to the Recipient.
2. The Supplier shall be obliged to cover the actual costs of the guarantee for the supplied products. The aforementioned provision results from granting, by the Recipient, of a guarantee for manufactured finished products which are replaced due to defects of the Supplier's products.

LIABILITY FOR DAMAGES

- The Supplier shall pay to the Recipient a contractual penalty in the amount of:
- a) 0.5% of the value of goods not delivered within the agreed time limit, for each day of the delay with respect to the valid delivery schedule, but not more than 10% of the value of goods;
 - b) 15% of the value of undelivered goods, when the Recipient withdraws from the agreement due to circumstances for which the Supplier is responsible;
 - c) 10% of the value of goods delivered with defects in the case where the goods without defects are not delivered within the time limit specified by the Recipient;
 - d) in case of any losses resulting from undue implementation of terms of purchase by the Supplier, the Recipient shall charge the Supplier with receivables in such amount which fully compensates for the incurred losses;
 - e) the parties provide for the possibility to pursue claims, on general terms, which exceed the contractual penalty amounts.

FINAL PROVISIONS

1. The parties declare their willingness to amicably settle disputes resulting from implementation of these terms of purchase, and in the case of failure to settle a dispute amicably, it shall be settled by the competent courts.
2. In matters not covered by these terms of purchase, the provisions of the Civil Code apply.

ORDER CONFIRMATION

Place and date

Signature

KRS nr 0000024126
Kapitał zakładowy - 30 996 181,50 złotych
wpłacony w całości