Polimer (hereinafter the ‘Subject of the PO’).

1. These General Terms of PO for the Purchase of Goods and Provision of Services of FHU POLIMER GRZEGORZ GRZESIK (hereinafter the ‘General Terms of PO’ or GTPO) shall apply to each Purchase Order placed by FHU POLIMER GRZEGORZ GRZESIK (hereinafter ‘Polimer’), either in the course of permanent trade relationships or as an individual order (hereinafter the ‘Purchase Order’), regardless of the Subject of the PO, which shall consist of, in particular: sale of goods, delivery of goods, provision of services.

2. The GTPO together with the PO and all appendices constitute a uniform obligation (Agreement) between Polimer and the Order Provider (Seller, Supplier, the party which Polimer places its PO with), whereas all references to offers, replies to Polimer’s PO or other Order Provider’s proposals do not constitute the acceptance of their terms, unless such acceptance has been given by Polimer in writing. The provisions of the Order Provider’s model contracts or general trade terms shall not apply to the Purchase Orders of Polimer if the references to such documents are included in the document presented by the Order Provider. Regardless of the foregoing, in case of any doubts or discrepancies between the Order Provider’s document and Polimer’s GTPO, the provisions of Polimer’s GTPO and PO shall take precedence.

III. Delivery.

1. If a PO involves, wholly or partially, a delivery or sale of Goods, the Goods, correctly packaged and protected, with a proper Polimer marking on the packaging and a symbol determining the way of package handling, with attached detailed specification of its contents enabling its easy identification and delivery acceptance, and the marking stated in the PO, should be delivered by the Order Provider at the time and place and in the manner indicated in the PO.

2. If it is necessary to protect the delivered Subject of the PO against damage, the Order Provider shall package it, at its own cost, in packaging, its protection and safety during transport, in accordance with the applicable legal regulations.

3. The Order Provider shall ensure that the delivery of the Subject of the PO, treated - in accordance with the relevant provisions - as hazardous or harmful (toxic, cancerous, etc.) is compliant with the applicable national or international provisions in this respect, in particular with regard to its packaging, marking and means of transport.

4. Unless the PO states otherwise, in the case of transporting of the Subject of the PO from the territory of the European Union, the Order Provider shall be responsible for marketing authorisation of the Goods within the customs territory of the European Union, in accordance with the applicable legal regulations, and moreover, it is obliged to comply with all the requirements, including legal and technical requirements, arising from the provisions of the EU law, in particular those concerning INTRASTAT, VAT and excise tax.

5. Unless the PO states otherwise, the Subject of the PO shall be delivered wholly, not partially. Polimer is entitled to reject the partial delivery of the Subject of the PO.

6. The Goods are accepted on weekdays between 7:00 am and 1:00 pm. If the Goods are delivered on other days and times than those referred to above, Polimer may reject the Goods, and the risk involving the loss or damage of the Subject of the PO shall be borne by the Order Provider until its acceptance.

7. The Subject of the PO shall not be deemed delivered if all necessary documents specified in the Purchase Order (Acceptance Documentation including Certificates) have not been provided to Polimer in the manner and within the time limit agreed in the PO, allowing Polimer to familiarise itself with them.

8. Unless the PO states otherwise, the Subject of the PO is delivered at the Order Provider’s cost and risk.

9. Immediately after the Goods have been delivered to Polimer, Polimer shall accept the Goods by signing a proof of delivery (WZ) form, which does not mean that the Subject of the PO has been correctly executed.

10. Within five working days from the acceptance of the Subject of the PO, on terms stipulated in section 7 above, Polimer shall inspect the Goods and the Acceptance Documentation and draw up the Compliance Report concerning the conformity of the Subject of the PO with the PO (‘Compliance Report’). If any inconsistencies are found, Polimer sends - by fax or by e-mail, to the fax number or the e-mail address indicated in the PO — the Compliance Report, indicating any inconsistencies between the Subject of the PO and the PO itself, whereas the failure to do so or an ascertainment of any defects or shortages after the expiration of the said period does not release the Order Provider from its warranty liability. The said period does not apply to the so-called hidden defects.

11. If the Subject of the PO is not delivered as a whole, including but not limited to the case of delivery of the Goods without the Acceptance Documentation, Polimer may, at its own discretion, commence drawing up of the Compliance Report itself or, alternatively, wait for the Order Provider to deliver the Subject of the PO as a whole and then initiate the procedure described in section 10 above, which does not deprive Polimer of its rights arising from the GTPO and does not release the Order Provider from its obligations stipulated in the GTPO and in the PO.
11. If the Subject of the PO is found defective, Polimer may, at its own discretion:
   a) return the whole Subject of the PO to the Order Provider at the Order Provider's cost and risk, having first notified the Order Provider of the intended return of the Subject of the PO, at the same time refusing to make the payment,
   b) call the Order Provider to correctly execute the Subject of the PO by sending relevant information in this respect to the e-mail address or the fax number stated in the PO, setting the time limit (usually three days) for the delivery of the complete Subject of the PO, compliant with the PO, free of any defects or faults; upon ineffective expiration of the said time limit, Polimer may undertake its own corrective actions, including commissioning of the repair or execution of the Subject of the PO to a third party, at the Order Provider's cost and risk,
   c) withdraw the PO,
   whereas, in any of the above-described cases, Polimer remains entitled to calculate a contractual penalty on the terms stipulated in the GTPO and claim compensatory damages exceeding the calculated contractual penalty on general terms.
12. Polimer may suspend its payment for the Subject of the PO until it receives the complete Subject of the PO, compliant with the PO, free of any defects or faults, which shall not be treated as a delay or default in payment of the price stipulated in the PO.
13. Polimer is entitled to conduct repairs and replacement of the elements of the Subject of the PO on its own or with the assistance of the Order Provider; the repair or replacement shall be executed within reasonable delay or necessary for the avoidance of further damage, or if they must be performed for any other important reason, of which Polimer shall notify the Order Provider.
14. Signing of the Compliance Protocol without any reservations entitles the Order Provider to issue an invoice.
15. A failure to report the claims on account of faults in the Goods or the Acceptance Documentation in the Compliance Protocol does not exclude their later reporting, if the said faults are disclosed only after the acceptance or have been concealed by the Order Provider.

IV. Execution of the Purchase Order.
1. While accepting the PO, the Order Provider confirms that it has relevant resources and capabilities enabling the Order Provider to execute the PO within the time limit indicated in the PO.
2. The Order Provider shall absolutely comply with the requirements stated in the PO and deliver the Subject of the PO brand new and free of design, technical, material, construction, workmanship, qualitative or legal defects.
3. The Order Provider shall each time notify Polimer about each and every situation which affects or may affect the prompt execution of the PO, which shall not release the Order Provider from its obligations stipulated in the PO.
4. In case of any delay in the delivery of the Subject of the PO for reasons other than force majeure, Polimer is entitled, at its own discretion, to immediately withdraw the PO and calculate contractual penalties in accordance with the GTPO and demand payment of compensation for damages incurred by Polimer that exceed the amount of the contractual penalty.
5. The Order Provider acknowledges, understands and accepts the fact that Polimer is bound by contracts with third parties and that the Subject of the PO executed by the Order Provider (Goods or Services along with the Acceptance Documentation) usually constitutes an element of an order executed by Polimer for a third party. Consequently, the damage incurred by Polimer in case of delayed or improper execution of the Subject of the PO may cause considerable damage to Polimer, including damage significantly exceeding the value of the PO executed by the Order Provider.
6. Polimer has the right to be present during tests, inspections and acceptance of the Subject of the PO before its delivery, and the Order Provider shall notify Polimer of such actions five days in advance. Polimer has the right to inspect, at its own cost, the Order Provider's premises in order to check the progress of the execution of the PO. Polimer shall notify the Order Provider about the planned inspection three days in advance. Any remarks, decisions or approvals on the part of Polimer's representatives shall not release the Order Provider from its obligations arising from the provisions of the PO and the GTPO, in particular, any declarations of Polimer do not release the Order Provider from its liability for the incompliance of the Subject of the PO with the PO. It must be noted that Polimer has a right, and not an obligation, to conduct such an inspection.
7. Polimer may withdraw the PO if the quality of the material or the manner of the execution of the Subject of the PO is not compliant with the PO or contains defects or shortages.
8. The Order Provider shall undertake any actions necessary to remove the defects or shortages found in the Subject of the PO without affecting the final delivery deadline.
9. The Order Provider shall be fully liable for the materials and the equipment entrusted to it by Polimer with regard to the execution of the Subject of the PO. If the Order Provider damages the materials or the equipment entrusted by Polimer, the Order Provider shall notify Polimer thereof within one working day and then either immediately repair the damaged materials and/or equipment or cover the anticipated costs of repair or purchase of new materials and equipment indicated by Polimer, at the Order Provider's discretion. The foregoing does not deprive Polimer of its right to file claims for the remediation of the damage resulting from the damaged or lost materials or equipment, on general terms, as well as other claims arising from the GTPO.
10. Polimer may withdraw the PO due to the Order Provider's fault in the event of the Order Provider's significant breach of the terms of the PO or the GTPO, which shall not deprive Polimer of its right to file claims arising from the GTPO, including its right to demand payment of a contractual penalty and a compensation.
11. Polimer may withdraw the PO if the circumstances indicate that the Subject of the PO will not be completed within the time limit stipulated in the PO.
12. If the delivery of the Subject of the PO or the service provision involves access to the plant of Polimer, the Order Provider and the persons executing the Subject of the PO on its behalf, or its employees, shall comply with the OHS rules, fire-protection rules and other regulations applicable at the plant of Polimer.

V. Payment.
1. Unless the PO states otherwise, the payment for the execution of the Subject of the PO shall be made to the Order Provider's bank account, stated in a VAT invoice issued by the Order Provider, within the time limit indicated in the PO, which shall be counted from the day on which the Order Provider has fulfilled all its obligations indicated below: i.e. if Polimer is provided with the complete and correctly executed Subject of the PO along with the Acceptance Documentation, on the terms stipulated in the PO and in the GTPO, if Polimer is provided with a correctly and reliably issued VAT invoice containing the PO number, and if the Order Provider has fulfilled all its obligations stipulated in the PO.
2. The Order Provider shall not assign its receivables towards the payment for the Subject of the PO on third parties without Polimer's written consent under pain of nulity.
3. Unless the PO states otherwise, the price stipulated in the PO includes the costs of handing-over, packaging, insurance and transportation of the Subject of the PO and its acceptance by Polimer, as well as all the costs related to the execution of the Subject of the PO.
4. If the price in the PO is quoted in PLN, the corresponding VAT invoice should also be issued in PLN, and the payment should also be made in PLN. If the price in the PO is quoted in other currency than PLN, the corresponding VAT invoice may be issued either in PLN or in the foreign currency, at Polimer’s discretion, of which Polimer should immediately notify the Order Provider in writing (by e-mail or by fax). If the price in the PO is quoted in a foreign currency and the corresponding VAT invoice should be issued in PLN, the Order Provider should apply an exchange rate according to the average exchange rate quoted by NBP for the said currency as at the date of the issuance of the invoice.

VI. Guarantee and warranty.
1. The Order Provider guarantees that the delivered Subject of the PO will be free from any physical and legal defects, will be delivered with the utmost diligence and in compliance with the specification, technical drawings and all the requirements indicated in the PO, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards, and that the Goods will be brand new, not used before and of a good quality according to the European Union standards. The Order Provider shall inform Polimer about the undertaken or intended measures and actions as well as the time required for the removal of the defects, whereby:

a) if Polimer has received the Subject of the PO within the time limit stated in the PO, the defects and faults shall be remedied within three working days after the notification about the defects or/and faults has been given by Polimer, at the Order Provider’s cost and risk (including the costs of return transport of the defective Subject of the PO);

b) in the event of delay in delivery of the Subject of the PO to Polimer, the defects and faults shall be remedied no later than within one working day after the notification about defects or/and faults has been given by Polimer, at the Order Provider’s cost and risk (including the costs of return transport of the defective Subject of the PO).

2. Unless the PO states otherwise, the Order Provider guarantees that within twelve months from the proper execution and delivery of the Subject of the PO to Polimer, no physical or legal defects or faults will occur.

3. Polimer shall file a complaint towards the Subject of the PO or its part immediately after it is found defective. Within two days from the receipt of the notification about the defects, the Order Provider shall inform Polimer about the undertaken or intended measures and actions as well as the time required for the removal of the defects, whereby:

a) if Polimer has received the Subject of the PO within the time limit stated in the PO, the defects and faults shall be remedied within three working days after the notification about the defects or/and faults has been given by Polimer, at the Order Provider’s cost and risk (including the costs of return transport of the defective Subject of the PO);

b) in the event of delayed delivery of the Subject of the PO to Polimer, the defects and faults shall be remedied no later than within one working day after the notification about defects or/and faults has been given by Polimer, at the Order Provider’s cost and risk (including the costs of return transport of the defective Subject of the PO).

4. If the Order Provider fails to take immediate measures to remove the reported defects and/or faults, Polimer may undertake all necessary actions to remove the defects and/or faults, including its own remedial actions, or commission the repair or execution of the Subject of the PO to a third party, at the Order Provider’s cost and risk. The foregoing shall not release the Order Provider from its contractual obligations towards Polimer.

5. The Order Provider shall remain exclusively liable for all possible damage to property or personal injuries caused by the delivered Subject of the PO which is not compliant with the requirements stipulated in the PO, even if the Subject of the PO contributes to the damage only indirectly.

6. In the event of a third party claim against Polimer on account of any defects in the Goods or Services or the fact that the delivered Subject of the PO has not met the requirements indicated in PO, Polimer may perform a repair or replace the part of the Subject of the PO at the Order Provider’s cost, on its own or with the assistance of a third party, if the repairs are minor or necessary for the avoidance of further damage, or if there is another important reason for the repair, of which Polimer shall notify the Order Provider.

7. All the works and deliveries necessary to comply with the issued general guarantees shall be performed at the Order Provider’s cost.

8. All the costs arising from the guarantee shall be borne by the Order Provider.

9. Polimer is entitled to make comments on the Acceptance Documentation received from the Order Provider within five working days from its receipt. The acceptance of such comments shall not release the Order Provider from its liability for the accuracy of the applied solutions or for its guarantee obligations.

10. The Guarantee shall not exclude Polimer’s rights arising from the warranty for physical and legal defects in the Subject of the PO.

11. The Guarantee shall be extended by further 12 months from the date of removal of a defect and fault or the replacement of the Subject of the PO or its part.

VII. Intellectual property.
1. The Order Provider hereby declares that at the moment of delivery, it shall remain the owner of all the rights to the Subject of the PO executed by it, including the Acceptance Documentation, whereas the Subject of the PO, including the applied materials, procedures, designs and documentation shall not be the subject of any rights of third parties, arising, in particular, from intellectual property rights, patents, utility models, registered designs, copyrights, trademarks and related rights (hereinafter ‘Intellectual Property Rights’).

2. The Order Provider hereby agrees to indemnify Polimer from and against any third parties’ claims, allegations or objections with regard to the above-mentioned rights and to bear all the costs and compensations ordered against Polimer.

3. The Parties undertake to inform each other about any claims or proceedings related to the Intellectual Property Rights issued (filed) against the Order Provider or Polimer. The Order Provider agrees to cover all damage, including the costs borne by Polimer with regard to such claims or proceedings. In such a situation the Order Provider shall undertake, at his own cost, all actions and settlement discussions with a third party. In the event of acknowledgement of a third party’s claim or a Court order towards such a claim, the Order Provider shall carry out all resulting settlements, on its own, excluding Polimer.

4. All intellectual property rights arising from the execution of the PO shall be vested in Polimer, unless the Parties agree otherwise.

5. The Order Provider hereby acknowledges and guarantees that it remains the owner of economic copyrights regarding the Subject of the PO and that such rights are neither restricted nor encumbered by any rights of third parties.

6. As of the date of delivery of the Subject of the PO to Polimer, the Order Provider shall transfer to Polimer, as part of the remuneration stipulated in the Purchase Order, economic copyrights and related rights regarding the Subject of the PO for an unlimited period of time and without territorial restrictions, including the whole submitted Acceptance Documentation, on all fields of exploitation known at the moment of the acceptance of the PO, including, among others: fixation of the Subject of the PO on all the known data carriers and using any technique, reproduction, marketing of originals or copies of the Subject of the PO in any form without any restrictions, computer memory input, public performance or broadcasting, playing and sharing, publishing in the form of leaflets, files and other forms of presentations, lease and lending, introduction and distribution in the network, exclusive right to exercise dependent copyright to the Subject of the PO and authorisation of Polimer to permit the execution of dependent rights by third parties.

VIII. Amendment or withdrawal of the Purchase Order.
Polimer is entitled to amend or withdraw the PO within 48 hours from its placement by a unilateral declaration of will made to the Order Provider by e-mail or by fax. The withdrawal of the PO shall be binding for the Order Provider. The amendment of the PO shall be
binding for the Order Provider if the Order Provider does not reject such an amendment within 24 hours from the receipt of the declaration from Polimer, by notifying Polimer thereof by e-mail or by fax. In the event of rejection of the amendment, the PO shall be considered as withdrawn. The amendment or withdrawal of the PO shall not entitle the Order Provider to raise any claims against Polimer.

IX. Contractual penalties.

1. In case of non-performance or improper performance of the provisions of the Purchase Order or the GTPO, the following provisions on contractual penalties shall apply:
   a) Polimer may demand from the Order Provider the payment of a contractual penalty in the amount of 0.2% of the net value of the price of the Subject of the PO indicated in the PO for each day of delay in the delivery of the Subject of the PO (taking into account the Acceptance Documentation) for reasons other than force majeure.
   b) Polimer may demand from the Order Provider the payment of a contractual penalty in the amount of 0.4% of the net value of the price of the Subject of the PO indicated in the PO for each day of delay in the remedy of defects or faults of the Subject of the PO beyond the date stated in the GTPO.
   c) Polimer may demand from the Order Provider the payment of a contractual penalty in the amount of 20% of the net value of the price of the Subject of the PO indicated in the PO if Polimer withdraws the Purchase Order for reasons attributable to the Order Provider.

2. Contractual penalties may be claimed jointly.

3. In the event of a delay in payment for the Subject of the PO, Polimer shall pay the late payment interest in the amount equal to statutory interest for delay.

4. Polimer is entitled to seek damages exceeding contractual penalties on general terms. Additionally, a contractual penalty does not preclude Polimer from instituting a legal action to seek damages on account of incurred losses and lost profits on general terms.

5. In case of imposing a contractual penalty, Polimer shall send a written request to the Order Provider in the form of a debit note, and the Order Provider shall pay it within 14 days from the date of issuance of the debit note by means of a bank transfer to the bank account indicated in the debit note.

6. Polimer is entitled to deduct (within the meaning of Articles 498 and 499 of the Polish Civil Code) the claims arising from the contractual penalty imposed by it on the Order Provider and the accrued damages from the receivables due from the Order Provider towards Polimer. In such a case, Polimer shall apply the procedure indicated in section IX 5 of the GTPO and inform the Order Provider about the deduction made.

7. Polimer shall not lose its right to the contractual penalties which are enforced and due or to damages accrued according to the PO or the GTPO on account of any circumstances which occurred prior to the date of the withdrawal of the PO, and it has the right to seek additional compensation for any damage suffered.

X. Final provisions.

1. The Order and the GTPO specify all the terms of the contract concluded between Polimer and the Order Provider with regard to the execution of the PO.

2. If any of the provisions of the Order or the GTPO is declared null and void, it shall not invalidate the remaining provisions, and the PO and the GTPO shall remain binding upon the Parties, except for the provision which has been declared null and void.

3. The execution of the PO, the PO and the GTPO shall be governed by the laws of the Republic of Poland.

4. Any amendments to the PO and the GTPO shall be made in writing, otherwise being null and void.

5. Any disputes arising from the acceptance and execution of the PO shall be resolved by the Court in Cracow.

6. The Parties shall immediately notify each other about any changes in their addresses for service and telephone numbers, fax numbers or e-mail addresses; otherwise the information sent to the last indicated address of service shall be deemed as effective.

7. FHI Polimer Grzegorz Grzesik informs that all personal data within the meaning of the Personal Data Protection Act of 29 August 1997 provided by the Order Provider will be processed exclusively for the purpose and within the scope necessary for the placement of the PO and for its execution. Personal data of the Order Provider may be received by entities co-operating with Polimer with regard to the aforementioned purpose. The Order Provider consents to the processing Personal data of the Order Provider. The Order Provider has the right to access and correct its data and withdraw his consents to the processing Personal data of the Order Provider. (This provision refers to those providers who are natural persons, including those conducting business activity on the basis of an entry in the Central Electronic Register and Information on Economic Activity and partners of a civil law partnership).