

GENERAL TERMS AND CONDITIONS OF PURCHASE
applicable in SPINKO Sp. z o. o. (Ltd.)

1. GENERAL PROVISIONS

- 1.1 These General Terms and Conditions of Purchase apply to orders placed by SPINKO Sp. z o.o. (Ltd.), hereinafter referred to as the "Ordering Party" and refer respectively to the purchase / sale or delivery of materials, raw materials, parts, prefabricated products or products, hereinafter referred to as "goods" by the entity referred to hereinafter as the "Supplier".
- 1.2 The order number should be quoted on the delivery note, invoice, goods issued note, acceptance report and all other transaction documents.
- 1.3 Acceptance for each order should be confirmed in writing by the Supplier within 3 days from the date of its receipt (subject to agreeing on another time of the execution of the contract). Written confirmation is considered to be a paper document, fax or e-mail sent by the Supplier to the Ordering Party. Signing an order means the acceptance of these General Terms and Conditions of Purchase. The absence of a written confirmation by the Supplier within the above-mentioned time, shall be treated by the Ordering Party as a tacit acceptance of the order by the Supplier for execution on the conditions specified in the order and consistent with the General Terms and Conditions of Purchase.

2. DELIVERY TIME

- 2.1 Delivery dates are deadlines specified in the order and mean the date of delivery of goods to the place of delivery indicated in the order. These dates must be strictly observed.
- 2.2 In the event of a threat of compliance with the delivery deadline, the Supplier is obliged to provide in writing the expected period of delay and its reasons. Lack of the above information or providing information from which it appears that the delivery cannot be completed on time, may be the basis for the Ordering Party to withdraw from the order, with the consequences resulting from point 3.6 of these General Terms and Conditions of Purchase.
- 2.3 The Ordering Party reserves the right to withdraw from all or part of the order not executed within the deadline specified in the order without the obligation to pay any damages. At the same time, the Ordering Party reserves the right to claim compensation from the Supplier for improper performance of the contract on general terms set out in the Civil Code and reimbursement of costs incurred for substitute performance of the contract.

3. TERMS OF DELIVERY

- 3.1 The ordered goods will be delivered by the Supplier to the place indicated in the order on the general conditions of INCOTERMS 2010 given on the order by the Ordering Party. The delivery may be rejected if it is not accompanied by a delivery document issued by the Supplier, containing the order number, specification of the shipped goods, quantity, packaging details, weight and place of acceptance, if indicated in the order and a certificate of quality, attestations, certificates and warranty cards.
- 3.2 The Ordering Party accepts a quantitative discrepancy in the range of $\pm 10\%$ during the order fulfilment.
- 3.3 The Supplier is liable for damages resulting from any delay, loss or damage caused by improper marking, packaging or shipping identification.
- 3.4 The delivery of the ordered goods is considered to have been made in relation to the fulfilment of the delivery conditions and the risk of accidental loss or damage of the goods from the Supplier to the Ordering Party at the time of a faultless documented receipt of the subject of delivery by the Ordering Party at the agreed place.
- 3.5 The Ordering Party is entitled to return the Supplier at its own expense and risk, each shipment delivered before the delivery date or to charge the Supplier with appropriate storage costs. The Supplier bears the risk of damage or loss.
- 3.6 The Supplier pays the Ordering Party contractual penalties for non-performance or improper performance according to the rules specified in the Delivery Agreement.
- 3.7 In the event of the Supplier's delay in performing the subject of the order or the Supplier's failure to fulfil the obligation specified in clause 2.2 of the General Terms and Conditions of Purchase, the Ordering Party may - without giving up the right to charge a contractual penalty and supplementary compensation - use one or more of the following rights:



- 3.7.1 demand the completion of the contract in whole or in part;
 - 3.7.2 make a purchase from another supplier, at the expense and risk of the Supplier;
 - 3.7.3 withdraw from the order for reasons attributable to the Supplier without setting an additional deadline, upon written notification to the Supplier.
- 3.8 If the contractual penalty does not cover the damage suffered, the Ordering Party may claim supplementary compensation provided for by the provisions of the Civil Code.

4. QUALITY

- 4.1 Before submitting any offer or request for quotation, in order to properly execute the Orders, the Supplier shall define and apply quality assurance programs and conduct all necessary quality tests.
- 4.2 All requirements specified in the Ordering Party's quality systems shall be considered as the conditions of the Order. The Supplier shall have an established and implemented Quality System in accordance with ISO 9001 and TS 16949, or their equivalents (depending on the nature of the Goods). The Ordering Party shall have the right to carry out quality control and verification of the quality system of the Supplier or subcontractor.
- 4.3 The Supplier shall provide the Ordering Party with all information regarding safety or environment that is related to the Goods and their processing, maintenance or use. For this reason, the Supplier shall consult the Ordering Party regarding any specific features of the agreed place of delivery. Such information provided to the Supplier shall not in any way limit the Supplier's liability. If the Supplier commits a breach of obligations regarding safety, health or the environment, the Ordering Party shall be entitled to cancel the Order, and the Supplier shall bear all costs and liabilities resulting from it.
- 4.4 In the event of rejection of all or part of the delivery, rejected Goods shall be stored and sent back by the Ordering Party at the risk and expense of the Supplier.
- 4.5 The Supplier assumes all responsibility regarding the negative effects of its actions or their lack in relation to quality, safety and the environment, and acts so both in relation to the Ordering Party and all third parties, recognizing its full liability in the event that the Ordering Party uses the right to cancel the Order.

5. PRICE

The prices specified in the order are fixed and are not subject to change, they include goods delivered to a specific place of delivery at the Supplier's cost according to INCOTERMS 2010.

6. SUBJECT OF DELIVERY

The subject of delivery must be made in accordance with the content of the order, applicable standards and regulations, to which the Supplier will provide the necessary documents, attestations and certificates along with the delivery of the purchased goods.

7. TERMS OF PAYMENT

- 7.1 Properly issued invoices will be payable according to the date specified in the order, counting the payment period starting from the invoice issue date. The Ordering Party has the right to suspend payment if the Goods delivered by the Supplier do not meet the requirements of the Order. In this case, the Supplier waives claims for interest (even on part of the price), contractual penalty or other form of compensation.
- 7.2 Unless the parties have agreed otherwise, the Supplier issues a monthly cumulative invoice with the last day of the month for all goods delivered within a month based on completed orders confirmed by the Ordering Party on the basis of warehouse documents.
- 7.3 Unless the parties have agreed otherwise, subject to the compliance of the goods or services provided, the payments shall be made by the Ordering Party in the form of a transfer to the Supplier's bank account indicated on the Supplier's invoice within 60 days of delivery to the Ordering Party's registered office. Each time, the basis for issuing the invoice is a fault-free receipt report, proof of issue or bill of lading signed by representatives of the Parties.
- 7.4 The Ordering Party declares that it allows to send invoices issued by the Supplier electronically in accordance with the applicable regulations, in PDF format.
- 7.5 The Supplier undertakes to send invoices electronically in PDF format to the email address e-faktury@spinko.com.pl.

7.6 In the case of issuing currency invoices - domestic, the Supplier undertakes to use the currency conversion from the price list - the average NBP exchange rate, Table A from the day preceding the invoice issue.

8. CONFIDENTIALITY

- 8.1 All information resulting directly from these General Terms and Conditions of Purchase, as well as information obtained by the Supplier in connection with the contract, including in particular any organizational, commercial and technical information regarding the Employer and not made available to the public, will be considered confidential by the Parties 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 the mandatory provisions of law.
- 8.2 In particular, the Supplier undertakes to treat as confidential information about the volume of trade, applied prices, discounts, product specifications, logistic agreements, technological data, otherwise the Ordering Party shall withdraw from the order for reasons dependent on the Supplier.
- 8.3 The Supplier declares that it will not use confidential information for other purposes than for the performance of the contract and that it will provide this information with adequate protection appropriate to its confidential nature. The obligation to keep the information in secret remains in force after the order has been completed and may be waived only in writing, under pain of nullity, with the consent of the Ordering Party.

9. ADDITIONAL PROVISIONS

- 9.1 In the case of extending the scope of the order, the Supplier will deliver additional or replacement goods on commercial terms applicable when executing a particular order (unit prices, discount). The Ordering Party reserves the right to return a part of the subject of the order and limit its scope. The possible return of a part of the subject of the order or limitation of its scope will take place using unit prices accepted in the execution of a particular order.
- 9.2 The Supplier shall release the Ordering Party from any liability for any claims of third parties in relation to the goods, parts and materials provided on the basis of a patent, license or proprietary designs. In the case of proceedings conducted with respect to such claims, the Supplier shall provide direct defence of the Employer at its own expense.

10. DISPUTES

In matters not regulated by these General Terms and Conditions of Purchase, the relevant provisions of the Civil Code shall apply. In the event of a dispute regarding the interpretation or performance of the order and these General Terms and Conditions of Purchase, which the Parties are unable to resolve amicably, the competent determining authority will be the Local Court in a locally and substantively way according to the seat of the Ordering Party.

11. FINAL PROVISIONS

- 11.1 Without the prior written consent of the Ordering Party, the Supplier is not entitled to transfer to another person or to encumber the rights resulting from the execution of the order.
- 11.2 These General Terms and Conditions of Purchase constitute an integral part of the order placed with the Supplier by the Ordering Party. In the event of a conflict or discrepancy, the content of the order is decisive.
- 11.3 All changes and additions to the General Terms and Conditions of Purchase must be made in writing under pain of nullity.

Leszno 12 September 2018