

**General Terms and Conditions of Purchases and Deliveries to the Mechanical Plant "Skraw-Mech" spółka z o.o. (further: Skraw-Mech).**

1. These General Terms and Conditions of Purchases and Deliveries shall apply to all purchase transactions made by "Skraw-Mech" in and outside of the territory of Poland and if an offer is prepared and submitted by a supplier in response to the "Skraw-Mech" request for quotation.
2. Any other conditions of suppliers or sellers, including those attached to the offer, shall not apply unless "Skraw-Mech" explicitly adopts such conditions, which requires a written declaration, otherwise null and void.
3. Any activities consisting in the purchase by "Skraw-Mech" of materials and goods from suppliers will be carried out exclusively pursuant to these General Terms and Conditions of Purchases and Deliveries.
4. Requests for quotation are submitted by "Skraw-Mech" in a written form, also when the request for quotation is sent by fax or electronic mail (e-mail).
5. Requests for quotation are not in any way binding for "Skraw-Mech" and may be addressed to competitive suppliers in order to choose the best offer for "Skraw-Mech".
6. Submission of an offer is assumed to mean that the supplier has read and accepts these General Terms and Conditions of Purchases.
7. The supplier shall prepare an offer in accordance with applicable laws. The offer should meet the following requirements:
  - 7.1. Include any information necessary for assessing (whether goods meet the requirements specified in the request for quotation);
  - 7.2. Include any information required by "Skraw-Mech" pursuant to the request for quotation;
  - 7.3. Clearly indicate any differences between the requirements specified in the request for quotation and those offered by the supplier;
  - 7.4. Clearly specify the currency and price of goods (net price) and in the case of international delivery Incoterms-based conditions for encumbering the parties with the risk of accidental loss or damage to the subject of purchase or delivery and transport, statutory charges and insurance.
  - 7.5. The offer should be submitted to "Skraw-Mech" within the deadline and to the address indicated in the request for quotation, along with its number.
8. In the absence of other arrangements, the prices indicated in the offer include the costs of loading, transport, shipment, packaging and insurance during transport.
9. Acceptance of the offer after the best conditions for "Skraw-Mech" have been negotiated shall result in the submission of an order to the other party.
10. In case of discrepancies in the data on the order submitted by "Skraw-Mech" and on the seller's invoice, the agreed data is deemed to be the data on the order, while "Skraw-Mech" is entitled at their own discretion to both refuse to accept a delivery that is untimely or incompliant with the order or to withdraw payment until a correctly issued invoice consistent with the parties' arrangements has been received.
11. In the absence of other arrangements, in particular pursuant to point 7.4, the value of order includes the value of ordered goods, documents and their packaging and delivery to "Skraw-Mech".

12. If within 48 hours the Supplier does not submit any comments to the order, "Skraw-Mech" shall consider it accepted for execution.
13. The deadline for payment specified in the order shall start on the date of the receipt of a correctly issued invoice at the "Skraw-Mech" registered office. The basis for issuing an invoice and the prerequisite for its payment shall be delivery of complete and undamaged goods to "Skraw-Mech". In case of goods incompliant with the agreement, damaged, incomplete, etc., the deadline for payment shall begin running from the moment of their removal.
14. Along with the delivery of goods, the seller shall deliver transport documents (a goods dispatched note, waybill, packing slip), required certificates and sale invoice.
15. The transport document or other documents related to the order execution, in particular such as: letters, invoices, quality certificates and declarations of conformity, shall be marked with the order number by the seller.
16. After the deadline for delivery has been exceeded, "Skraw-Mech" shall charge the contractor/supplier with costs in the amount of 0.2% for each day of delay.
17. The supplier shall ensure full identifiability of the delivered goods.
18. The seller shall notify "Skraw-Mech" when the goods are ready for shipment at least 2 days before the planned date of goods delivery.
19. "Skraw-Mech" is authorised to audit the order fulfilment process and to perform a periodic supplier audit, also in the presence of the recipients of "Skraw-Mech's" products. As part of the qualification process, the supplier or cooperation partner grants "Skraw-Mech's" employees the right to access all resources, e.g. infrastructure, competence of the personnel, etc.
20. Information related to the order may be made available by the supplier to third parties following a written consent of "Skraw-Mech".
21. Deliveries of goods are accepted at the "Skraw-Mech" registered office during warehouse opening hours – Monday through Friday from 6:00 to 15:00. "Skraw-Mech" may accept delivery outside of warehouse opening hours, if this has been previously agreed on in writing (e-mail) by "Skraw-Mech" and the seller.
22. The goods and materials delivered to "Skraw-Mech" must be packaged by the supplier to prevent damage during transport (which includes in particular their loading and unloading) and to protect against weather conditions.
23. The supplier shall control the goods' compliance with the agreement/order, their quality, weight and physical dimensions, and check for any damage of the goods or their packaging. The supplier shall in particular check if the goods have the agreed properties.
24. In case of inconsistencies identified by the supplier, they shall have an absolute obligation to notify "Skraw-Mech" of such inconsistencies before the goods are delivered.
25. Upon the delivery of goods, "Skraw-Mech" shall carry out initial control of goods checking compliance only with regards to quantity and visible shortages or delivery defects. If the quantity of goods is inconsistent with transport documents and the order or if the delivered goods are damaged, "Skraw-Mech" shall indicate such inconsistencies in relevant documents and inform the supplier of this fact. They can also refuse to accept the delivery, and in such a case the Supplier shall be in default with all consequences of such a situation.
26. "SKRAW-Mech" shall not be obliged to accept goods that are not free from defects.
27. For the avoidance of doubt, a delivery of goods that are not free from defects shall also include delivery of goods in an incorrect quantity and delivery of goods without the required documentation.

28. In other cases, the goods will be checked by "Skraw-Mech" in the course of the check accompanying the production process (non-compliance of the delivered material with tests carried out by independent units, hidden defects, etc.), in the course of the final control or (for goods not used in the production process) along with the use of goods in line with their purpose. Defects thus detected will be reported to the supplier immediately following their discovery by "Skraw-Mech".
29. If the supplier delivers defective goods, "Skraw-Mech" shall make it possible for the supplier to remove the defect or deliver goods free from defects within 3 working days, unless such removal or delivery of goods free from defects would not be economically justifiable for "Skraw-Mech". If the supplier may not execute "Skraw-Mech's" demand in the specified deadline, "Skraw-Mech" may remove or replace the goods by themselves (on their own or using a qualified third party) and charge the supplier with the costs of removal or return the goods at the cost and risk of the supplier.
30. The supplier shall be responsible for the defects of the goods pursuant to applicable laws, including in particular the laws pertaining to statutory warranty for physical and legal defects in the sold objects.
31. If it has not been otherwise agreed, authorisations under the statutory warranty shall expire after 24 months from the date of delivery of the goods.
32. On account of delivery of defective goods, "Skraw-Mech" shall be entitled to claim reduction of the price of defective goods and to claim removal of the damage thus caused (including also lost profits of "Skraw-Mech"). If as a result of the delivery of defective goods the "Skraw-Mech" production stops, "Skraw-Mech" may claim for each such case a contractual penalty in the amount of PLN 50,000, but no more than the amount equal to 20% of value of the order for each day production is halted.
33. The supplier may subcontract all or part of works related to the delivery of goods to a third party chosen by them (subcontractor). The subcontractor shall act at the sole cost and sole responsibility of the supplier. The supplier shall be liable to "Skraw-Mech" for any actions and omissions of the subcontractor as for their own. The supplier shall inform the subcontractor of the provisions of these General Terms and Conditions and any requirements in the order.
34. Any information disclosed to the supplier by "Skraw-Mech", including technical, industry, trade, financial information, regardless of the manner of their provision (oral, in writing or otherwise), along with drawings, descriptions, specifications, reports, documentation, shall be confidential. Such information shall also include information disclosed in the course of the agreement to employees and intermediaries of the supplier, their subcontractors, representatives or permanent or temporary partners. The information may be used only in connection with the execution of the agreement/order.
35. Any disputes related to the agreement/order shall be settled by a court with jurisdiction over the "Skraw-Mech" registered office.
36. If the supplier wants to make changes in the subject of the order, they shall obtain the consent of "Skraw-Mech".