

**§ 1. GENERAL PROVISIONS**

- These „General Purchase Conditions” relate to all Enquiries, Orders and Commercial Agreements concluded by Chemar Rurociągi Sp. z o.o.
- By signing the Commercial Agreement, the Ordering Party accepts the „ General Procurement Condition” without reservations. A deviation may only be made in writing and confirmed by the Parties.
- If the provisions contained in the Orders or Commercial Agreements differ from these General Procurement Condition, the provisions of the Orders or Commercial Agreements shall apply.

**§ 2. DEFINITION AND INTERPRETATION**

- „Purchaser” stands for Chemar Rurociągi Sp. z o.o. ul. Olszewskiego 6, 25-663 Kielce, Polska, written in National Court Register under no. 0000066707, TAX Number 9591500229, Share Capital: 9 175 000,- PLN
- „Supplier” stands for a person named the same way in the Purchase Order.
- „Party” or „Parties” - the Ordering Party and / or the Contractor.
- „Order” or „Commercial Agreement” - a document signed by the Parties (persons authorized in accordance with the National Court Register), defining the rights and obligations of the Ordering Party and the Contractor, as well as the legal, technical and financial conditions for the performance of the delivery / services being the subject of the Agreement.
- „GPC” - General Procurement Condition

**§ 3. SUBJECT OF ORDER**

- Supplier shall fulfill in total the Subject of Order in a way and for a price (which is fixed and binding, unless it is clearly agreed differently in written form) within established lead times stated in the Contract .
- Subject of Order shall cover all and complete deliveries and/or services which despite not being mentioned in the Contract, are necessary to fulfill the statements of and/or can be deduced from the Contract, or are needful to fulfill adequate legislation, regulations, principles and standards. Supplier declare that he is familiar with all facts, information, documents and requirements, obstacles (if they exist) and circumstances concerning Subject of Order and execution of his commitments defined by the Contract and appropriately determined his prices, agreed time schedule and Contract conditions.

**§ 4. CONTRACT CONTENT AND ESTABLISHMENT**

- Purchase Order provide an offer from the Purchaser for execution of Subject of Order by Supplier based on conditions, price (es) and defined time clauses. Supplier shall confirm acceptance of the offer by signing and sending back accepted Purchase Order within two (2) working days after receiving the Purchase Order. In case of not obtaining order confirmation, after above mentioned time we consider Purchase Order as adopted in implementation on conditions agreed in Contract.

**§ 5. GENERAL PROVISIONS**

- Business relations arising from the completion of the order are governed by the below stipulated conditions and specific clauses contained in the order, as well as other terms separately communicated to the Supplier. Any deviations or additional conditions shall apply only if previously agreed upon in writing.
- The Supplier may not assign the order or any portion of it, to third parties unless such assignment has been permitted by Purchaser.
- The Parties agree that the Contract is deemed to have been completed when the goods have been delivered to the location designated by the Ordering Party, which is acknowledged by the Parties as the place of Contract performance.
- All disputes arising in connection with the Contract performance, shall be settled by a competent court in Kielce.
- The provisions of Polish substantive law shall apply to all matters which have not been regulated or have been partially regulated by these conditions.
- The Supplier makes itself obliged not to make its business relations with Purchaser public and to treat any technical, commercial or other information it may receive in connection with the order being fulfilled, as confidential.
- In case some circumstances occur, which form grounds to believe that the Supplier will be unable to meet its obligations and in particular, in case of bankruptcy, composition proceedings or any other litigation producing financial liabilities to the Supplier, or in case of liquidation or assignment of the Supplier's enterprise, Purchaser shall have the right to terminate the business relations by an ordinary notice served in the form of a registered letter or official e-mail.

**§ 6. TECHNICAL INFORMATION, INDUSTRIAL PROPERTY**

- Technical information which Purchaser discloses and communicates to the Supplier in connection with the order performance, shall be processed and used by it exclusively for the performance of orders given by Purchaser.
- The Supplier shall be obliged to hold the information referred to above, in strict confidence with the best possible diligence and care, and return it upon demand to do so from Purchaser.
- The Supplier shall be obliged to identify the information referred to above, as the property of Purchaser and refrain from making copies of it, applying for patents or other exclusive industrial rights.

**§ 7. RELIABILITY, QUALITY, INSPECTION, AUDIT**

- The Supplier makes itself obliged to deliver the goods in compliance with the technical and technological documentation, to carry out any tests and inspections which guarantee product reliability and appropriate quality.
- The Supplier undertakes to issue test results, approvals and quality certificates. In the event the above documents are not submitted together with the delivery, the payment for such delivery may be refused until the situation is remedied.
- The Supplier may not incorporate any changes to the production process without a written permission of Purchaser. Further, the Supplier shall be obliged to notify Purchaser of any technical or technological improvements which may raise the quality of the products ordered.
- Purchaser or third party authorized by the Purchaser shall have the right to perform quality assessment of commodities and services and fulfilling requirements defined in the present Contract in reasonable agreed time schedule. Supplier without any additional charges shall make available devices/machines and provide assistance, in order to secure safety and comfort of inspectors during time of proceeding by them their duties.

**§ 8. DELIVERY**

- The Purchaser reserves itself the right to make changes in the order already placed or cancel it with no financial consequences when such cancellation is presented prior to the onset of the production process.
- Marking, packaging, labelling, dispatching and transport of the goods shall be in compliance with the instructions of Purchaser, and in case of their absence, those shall be done with appropriate protection against damage during transport and handling as the Supplier shall be obliged to pay compensation for damage suffered as a result of failure to observe the above.
- The Supplier shall be liable for packaging and bear all costs connected with such packaging and, further, loading and transport.
- In case deliveries are not completed in due time, which is not caused by a Force Majeure occurrence, Purchaser may, at its discretion, demand the completion of the order or any portion of it, and impose liquidated damages as indicated below in these conditions, for each day of the delay or withdrawal from the order by written notice with immediate effect. In all cases the Purchaser shall have the right to demand compensation for all losses actually incurred.

**§ 9. FORCE MAJEURE**

- In case the performance of order is hindered by the confirmed circumstances of a Force Majeure event, delivery times shall be deemed to have been extended and new ones shall be mutually agreed upon, providing CHEMAR RUROCIĄGI SP. Z O.O. is instantly notified of the occurrence of such Force Majeure event. It is noted that strikes at the Supplier and its sub-suppliers' shall not be considered to constitute a Force Majeure occurrence.

**§ 10. WARRANTY**

- The Supplier warrants that the goods delivered are free from defects, failures and conflicts with the order and any technical requirements.
- The Supplier shall issue a warranty of quality to Purchaser and offer a one-year warranty for the goods delivered, unless otherwise stipulated in the warranty document, order or order confirmation.

- In case a claim is raised, the Supplier shall be obliged to discharge such claim within 14 days and cover any costs connected with the claim acknowledgement.

**§ 11. PRICES**

- The prices indicated in the order are fixed and their changes made in reliance on later cost increases, are not permitted, unless otherwise clearly agreed upon in writing.
- Purchaser is committed to make a payment to the Supplier for the commodities delivered at agreed place and for provided services agreed prices defined in Contract. Contract price is based on DDP( Incoterms 2010 conditions), unless the Subject of Order states differently.

**§ 12. INVOICING, PAYMENT, COLLATERAL**

- Invoices represent settlement documents if issued in compliance with relevant regulations in force. The Purchaser authorizes the Supplier to issue VAT invoices without its signature.
- Invoices should be issued to the address indicated in the order and should include the Ordering Party's order number.
- After obtaining the Ordering Party's consent, invoices may be sent electronically to the following address: [ksiegowosc@chemar-piping.pl](mailto:ksiegowosc@chemar-piping.pl)
- The Purchaser shall effect payments in the form of bank transfers, within 30 days of receipt of respective documents, unless the Subject of Order states differently.
- It is agreed that the day on which the bank account of CHEMAR RUROCIĄGI SP. Z O.O. is debited with the relevant amount, is deemed to be the date of payment.
- The Ordering Party has the right to withhold payment if the goods/services delivered by the Supplier do not meet the requirements of the Order. In this case, the Supplier waives any claims and is entitled to interest (even on part of the price), contractual penalties or other forms of compensation.
- Purchaser shall not have the obligation to proceed with any payments towards the Supplier, if the commodities and/or related documentation, which are destined to be delivered by Supplier are found defective or in any other way they are not in compliance with stipulations of the present Contract or when the Supplier violate stipulation of the present Contract, till the day the defect is repaired, non-compliance eliminated.

**§ 13. LIABILITY**

- In the event that the performance of order is delayed, the Supplier shall be obliged to pay liquidated damages to CHEMAR RUROCIĄGI SP. Z O.O., of 0.2% of the Contract value, for each day of the delay, however, this shall not exceed 15% of the Contract value.
- In case CHEMAR RUROCIĄGI SP. Z O.O. withdraws from the Contract due to the reasons on the part of the Supplier, the Supplier shall be obliged to pay damages to Purchaser, of 15% of the Contract value.
- In case the damage suffered by Purchaser exceeds the value of the liquidated damages provided for, the ordering party reserves itself the right to seek compensation under general conditions as contained in the Civil Code.

**§ 14. OHS AND ENVIRONMENT PROTECTION**

- The Supplier ensures that he has all the required permits and complies with all the requirements of offices and public institutions in the field of use, environmental protection and health and safety at all stages of the Agreement implementation, until the subject of the Agreement is transferred to the Ordering Party.
- The Supplier will act in accordance with the Contractor's standards of conduct in the field of Environmental Protection and Health and Safety.
- The Ordering Party undertakes to comply with the ethical principles set out in the "Code of Business Conduct of Chemar Rurociągi Sp. z o.o." and internal procedures of Chemar Rurociągi Sp. z o.o., ie: "Mobbing and discrimination prevention" and "Corruption prevention", available on the website [www.chemar-piping.pl](http://www.chemar-piping.pl) in the Corporate Social Responsibility (CSR) tab.

**§ 15. PROTECTION OF PERSONAL DATA**

- The administrator of personal data provided by the Ordering Party and processed in order to perform the Agreement is Chemar Rurociągi Sp. z o.o. with headquarters in Kielce at ul. Olszewskiego 6, 25-663 Kielce - details at [www.chemar-piping.pl](http://www.chemar-piping.pl) in the „GDPR” tab.
- The Contractor shall process personal data in accordance with applicable laws, including (EU) 2016/679 of the Regulation European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC, the so-called General Data Protection Regulation (hereinafter: GDPR).
- By accepting these GTC, the Ordering Party consents to the processing of its personal data by the Contractor and the entities acting on its behalf in the country and abroad in connection with the performance of the commercial contract for the supply of goods and services offered by the Contractor.
- The provision of personal data is voluntary, but necessary for the effective conclusion and performance of the Agreement.
- Personal data shall be processed by the Contractor for the following purposes: a) for the purpose of entering into and performing the Agreement - on the basis of Article 6 par. 1 (b), (c) of GDPR; b) for the purpose of establishing, asserting or defending claims - on the basis of Article 6 par. 1 (f) of GDPR; c) for the purpose of performing legal obligations - on the basis of Article 6 par. 1 (c) of GDPR.
- Personal data will not be transferred to third countries in the sense of GDPR (outside the European Economic Area).
- Personal data will be kept for the period of time necessary to fulfill the purposes for which they were collected, including the period of time appropriate to the statute of limitations for claims and criminal acts. The Contractor, as the controller, may keep personal data for a longer period than indicated only if there is another basis for the processing of personal data as specified in Article 6 par. (1) of GDPR.
- A person affected by personal data managed by the Contractor has the right to request: access to the content of his/her data - within the limits of Article 15 of the GDPR, rectification - within the limits of Article 16 of the GDPR, erasure - within the limits of Article 17 of the GDPR, restriction of processing - within the limits of Article 18 of the GDPR, data portability - within the limits of Article 20 of the GDPR, objection to the processing of his/her personal data - within the limits of Article 21 of the GDPR.
- The Contractor shall not make decisions concerning personal data by automated means pursuant to Article 22 of GDPR.
- A person affected by personal data managed by the Contractor shall also have the right to lodge a complaint with the President of the Office for Personal Data Protection if he/she considers that the processing of his/her personal data violates the provisions of the GDPR.

**§ 16. RESOLUTION OF DISPUTES**

- The Parties will endeavor to settle any disputes arising from the Order / Agreement or that may arise in connection with its interpretation or performance as part of mutual agreements / negotiations.
- In the event of a dispute, each of the Parties shall appoint a representative who will be authorized to conduct mutual agreements.
- If it is not possible to reach an agreement, the disputes will be finally settled by the court having jurisdiction over the seat of the Purchaser.

**§ 17. FINAL PROVISIONS**

- All documents referred to in the Order / Trade Agreement as its annexes constitute its integral part, regardless of when they were accepted by the Parties, as well as regardless of whether they were physically attached to each of the copies of the Order / Agreement and are binding on both Parties.
- In matters not covered by these General Procurement Conditions constituting an appendix to the Order or the Commercial Agreement, the provisions of the Civil Code and other generally applicable provisions of Polish law shall apply.