

GENERAL TERMS AND CONDITIONS OF PURCHASE

§1. General provisions

1. General terms and conditions of purchase define the rules under which Wytwórnia Sprzętu Komunikacyjnego 'PZL-KALISZ' S.A., hereinbelow referred to as the Purchaser, purchases goods and services specified in the Purchase Order.
2. Exception to general terms and conditions of purchase may take place only in case of provisions included in an agreement / purchase order of a superordinate importance than general terms and conditions of purchase.
3. The invoice should include the number of purchase order.
4. Each purchase order acceptance for execution should be confirmed in writing (e-mail) within up to 3 working days from the date of receipt. After this date, lack of confirmation is referred to as acceptance of execution.
5. General terms and conditions of purchase constitute an integral part of purchase order, they are transferred to a Supplier with a Purchase Order.
6. The Supplier commits to perform the purchase order in accordance with presented/transmitted general terms and conditions of purchase.

§2. Terms of delivery

1. The Supplier should deliver ordered products / materials / services should to a place indicated in a purchase order. The Supplier bears full responsibility for the goods until they are collected by the Purchaser from the place indicated in the purchase order.
2. The Supplier is obliged to pack the goods in a safe way, so that they are delivered in an intact condition. The goods should be accompanied by documents in Polish and English, as well as other required by law regulations and purchase order arrangements documentation (e.g. declaration of conformity, warranty card, user manual, VAT invoice or a copy of VAT invoice, attestation/attestations, certificate/certificates, operation and maintenance documentation).
3. According to §2, point 2, in case of failure to deliver the required by purchase order documents, the delivery shall be deemed incomplete until the time the documents are transmitted, which may result in suspension or delay in payments for an invoice.
4. The dates of deliveries are specified in a Purchase order on the basis of an offer. The Supplier is obliged to comply with these dates.
5. Collection of goods in the Purchaser's warehouse is possible during working days from 7.00 am. to 2.30 pm.
6. The date of delivery is deemed observed if the Supplier arrives on a set date, time and address and an authorised person confirms the delivery.

7. The Supplier is obliged to inform the Purchaser directly and without any delay about occurrence or risk of occurrence of any circumstances indicating that the previously set date of purchase order fulfilment cannot be met and indicate anticipated delay period with an explanatory statement with regard to this situation.
8. The Parties to the purchase order decide that the Supplier shall pay the Purchaser contractual penalties in case of:
 - a) Purchase order delay – 0,5% of the purchase order gross value for each day of delay,
 - b) Delay in liquidating defects found during the receipt process on the date set by the Parties to the Purchase order – 0,5% of the purchase order gross value for each day of delay,
 - c) Withdrawal from the purchase order due to reasons attributable to the Supplier or Supplier withdrawal from the purchase order without a valid reason – 10% of purchase order gross value
 - d) Delay in liquidating defects detected within statutory warranty / warranty period on time – 0,5% of the purchase order gross value for each day of delay, payable to the Purchaser.
9. In case of defects occurrence of a warranted product, the Purchaser shall charge the costs resulting from not qualitative delivery to the Supplier.
10. The Purchaser is entitled to deduct charged penalty from the remuneration of the Supplier.
11. The Purchaser is entitled to claim damages on general terms, provided for in the Civil Code.
12. The Purchaser reserves the right to withdraw from the part or whole purchase order, which is not executed in time specified in Purchase order without the obligation to pay any damages.

§3. Warranty and statutory warranty

1. The Supplier provides warranty and statutory warranty for delivered goods after receipt of purchased goods for the period of 12/24 months, depending on producer's warranty.
2. The warranty time begins from the moment of executing fully the subject-matter of the purchase order and /or the date of signing the certificate of acceptance/ commissioning report.
3. During the warranty period the Purchaser is entitled to file the Supplier a complaint via email or in a written form. The Supplier obliges to confirm immediately the receipt of a complaint in a written form or via email. In case of lack of Supplier's confirmation within 3-4 calendar days from the date when a complaint was filed by the Purchaser, the Supplier is thought to have submitted such confirmation with the expiry of this period.
4. The Supplier is committed to remove the defect immediately, however not later than 5 working days from the moment when the complaint was filed by the Purchaser. In case of lack of possibility to eliminate the defect, the Supplier is obliged to supply new subject of procurement, which is free from defects and warranted.
5. In duly justified cases the Supplier may submit a written request for the Purchaser's consent to prolong the time anticipated in §3 point 4.
6. The Supplier is obliged to take all possible and necessary steps to replace or fix the defective goods.
7. When the Supplier delivers a new, free from defects subject of procurement or makes relevant repairs of warranted goods, the warranty period shall start again from the moment

of supplying new, free from defects goods covered by warranty or from the moment of returning a repaired product.

8. When the Supplier replaces a defective warranted product or its part for a new one, the Supplier is obliged to collect at his own expense, from the place indicated by the Purchaser.
9. If a warranted product or its part is the subject of the claim twice during the period of warranty, the third claim involves a replacement of the defective product or its part for a new one.
10. The Supplier is responsible for any damages caused when removing defects.
11. The Supplier shall provide documents specified in §2 point 2 at the latest at the day of delivery.
12. The hereinabove provisions do not exclude or limit Purchaser's rights under the statutory warranty for defects, granted according to general principles.
13. The Supplier grants the Purchaser the statutory warranty for the whole subject of procurement for the period of 24 months from the day indicated on the purchase order.
14. The Supplier commits to remove defects reported by the Purchaser, who is entitled on the basis of statutory warranty, within a period agreed with the Supplier, at his own expense.

§4. Prices and payments

1. Prices specified in a purchase order/contract are net process. Currently applicable VAT shall be added.
2. The payment date is counted from the day when a correctly issued VAT invoice entered the head office, in a payment period specified in a purchase order, but not earlier than after completing the subject of procurement. The only exception are advance payments.
3. The Supplier's invoices must be issued according to regulations concerning VAT tax and should include the order number.

§5. Subcontracting

1. The Parties commit to keep all information concerning the order, obtained from each other or from other sources confidential. This applies particularly to all technical, commercial or other relevant information.
The Parties shall not pass obtained information concerning the subject of the procurement and performed activity to any third party.
2. The Parties have the right to request adequate compensation under general rules.

§6. Confidentiality

1. The Parties are bound by the Polish law and the court competent to hear disputes concerning the procurement is a common court of local jurisdiction of a Purchaser.
2. With regard to all matters that are not regulated by these General terms and conditions of purchase, appropriate provisions of Civil Code and other law regulations are applicable.
3. These General terms and conditions of purchase shall enter into force on a day when made available on a site www.wsk.kalisz.pl.