General terms of purchase order /OWZ/

§ 1. General Provisions

1. The General Terms and Conditions of Purchase Order, hereinafter referred to as the General Terms and Conditions, specify the principles based on which Wytwórnia Sprzętu Komunikacyjny "PZL-KALISZ" S.A. hereinafter referred to as the Ordering Party, purchases the goods and/or services specified in the order.
2. An exception to the General Terms and Conditions may be made only in case of provisions contained in the contract/order that are superior to the General Terms and Conditions.
3. The order number has to be placed on the invoice.
4. Acceptance for execution of each order should be confirmed in writing (e-mail) within 3 business days from the date of its receipt, after this date, lack of confirmation means acceptance for execution.
5. General terms and conditions constitute an integral part of the order and are provided to the Supplier together with Purchase Order.
6. The Supplier undertakes to fulfill

§ 2. Conditions of delivery

1. The ordered products/materials/services will be delivered by the Supplier to the place indicated in the order. The Supplier is fully responsible for the goods until they are collected by the Ordering Party from the place indicated in the Order.
2. The Supplier is obliged to pack the goods in a way that ensures that the item is delivered intact and to attach documents in Polish or English and other documents required by regulations and arrangements included in the order (e.g. declaration of conformity, warranty card, user manual, invoice or a copy of the invoice, attestation(s), certificate(s, DTR).
3. Failure to provide the documents required in the order in accordance with §2 section 2 will result in the delivery being considered incomplete until they are completed and payment of the invoice being suspended.
4. Delivery dates are specified in the order based on the offer. The Supplier is obliged to comply with them.
5. Delivery of goods to the Ordering Party's warehouse is possible on business days, i.e. from Monday to Friday, from 7:00 a.m. to 2:30 p.m.
6. The delivery date is deemed to have been met if the delivery takes place on the agreed date at the indicated address and after confirmation of acceptance by the authorized person.
7. The Supplier is obliged to immediately and directly inform the Ordering Party about the occurrence or threat of circumstances that indicate that the agreed order completion date cannot be met, together with an indication of the expected period of delay and the reasons for its occurrence.
8. Both parties agree that the Supplier will pay contractual penalties to the Ordering Party in the event of:

a) delay in delivery of the order in the amount of 0.5% of the gross order value for each day of delay,

b) delays in removing defects found upon receipt of the item within the time specified by the Parties to the order in the amount of 0.5% of the gross order value for each day of delay,

c) withdrawal from the order for reasons attributable to the Supplier or when the Supplier withdraws from the order without a justified reason - in the amount of 10% of the gross order value,

d) delays in timely removal of defects revealed during the warranty/guarantee period in the amount of 0.5% of the gross order value due to the Supplier for each day of delay.

9. In the event of defects in the item covered by the warranty, the Ordering Party will charge the Supplier with costs resulting from poor quality delivery.
10. The Ordering Party has the right to deduct the penalties charged from the remuneration due to the Supplier.
11. The Ordering Party has the right to claim compensation under the general principles provided in the Civil Code.
12. The Ordering Party reserves the right to withdraw from all or part of the order not completed within the time specified in the order without the obligation to pay any compensation.

§ 3. Guarantee and warranty

1. The Supplier provides a warranty for the delivered goods, after receipt of the subject of the order, for a period of 12/24 months, depending on the manufacturer's warranty.
2. The warranty period begins with the full completion of the subject of the order and/or the date of signing the acceptance/start-up protocol.
3. During the warranty period, the Ordering Party is entitled to submit a complaint to the Supplier by e-mail or in writing.
1. The Supplier is obliged to confirm immediately the receipt of the complaint in writing or by e-mail. If the Supplier does not confirm receipt of the complaint within 3-4 calendar days of the Ordering Party's submission of the complaint, it is deemed that the Supplier submitted such confirmation upon the expiry of this deadline.
4. The Supplier is obliged to remove the defect immediately, but no later than within 5 business days from the date of filing the complaint by the Ordering Party. If it is impossible to remove the defects, deliver a new, defect-free order item covered by warranty.
5. In justified cases, the Supplier may ask in writing for consent to extend the deadline provided for in § 3 section 4.
6. The Supplier will take all necessary steps to replace or repair the defective goods.
7. If the Supplier provides the Ordering Party with a new, defect-free item instead of a defective item covered by the warranty or makes significant repairs to the item covered by the warranty, the warranty period runs again from the moment of the delivery of the new, defect-free item covered by the warranty or the return of the repaired item.
8. If the Supplier replaces the defective item of the order covered by the warranty or its defective part with a new one, the Supplier is obliged to collect it at his own expense, from the place indicated by the Ordering Party.
9. If during the warranty period the item covered by the warranty or its part is the subject of a complaint twice, the third complaint will be replaced with a new one.
10. The Supplier is responsible for any damage caused during the removal of defects.
11. The Supplier will provide the documents specified in §2 section no later than on the delivery date. 2.
12. The above provisions do not exclude or limit the Ordering Party's rights under the warranty for defects under general principles.
13. The Supplier grants the Ordering Party a warranty for the entire subject matter of the order for a period of 24 months from the date indicated in the order.

14. The Supplier is obliged to remove defects reported by the Ordering Party's warranty holder within the time agreed with him at his own expense.

§ 4. Prices and payments

1. The prices given in the order/agreement are net prices, to which the currently applicable VAT will be added.
2. The payment date is counted from the date of the receipt of a correctly issued VAT invoice at the Ordering Party's registered office within the payment deadline specified in the order, but not earlier than after the subject of the order has been completed, with the exception of prepayments.
3. Supplier's invoices have to be issued in accordance with VAT regulations and include the order number.

§ 5. Confidentiality

1. Strony zobowiązują się do ściśle poufnego zachowania informacji wzajemnie uzyskane od siebie lub w inny sposób w związku z zamówieniem, w szczególności wszelkich informacji technicznych, handlowych lub innych dotyczących prowadzonej działalności.
Strony bez pisemnej zgody nie będą przekazywać osobom trzecim pozyskanych informacji dot. przedmiotu zamówienia i prowadzonej działalności.
2. Strony mają prawo dochodzenia odszkodowania na zasadach ogólnych.

1. Both Parties undertake to keep strictly confidential information obtained from each other or otherwise in connection with the order, in particular any technical, commercial or other information regarding the conducted business.
The parties will not provide third parties any information obtained regarding the subject of the order and the conducted business activity without written consent.
2. The parties have the right to claim compensation based on general terms.

§ 6. General provisions

1. The parties are bound by Polish law, and the court competent to resolve all disputes related to the order is the common court having jurisdiction over the registered office of the Ordering Party.
2. In matters not regulated by this provision of the General Terms and Conditions, the relevant provisions of the Civil Code and other applicable legal acts shall apply.