

Przeworsk, 17.03.2023.

## GENERAL CONDITIONS OF PURCHASE

Company Bucher Unipektin Spółka z ograniczoną odpowiedzialnością based in Przeworsk, street Lubomirskich 1E, postal code 37-200, post office Przeworsk, Przeworsk municipality, Przeworsk county, Podkarpackie voivodship, registered in the Register of Entrepreneurs of the National Court Register under KRS no.: 0000932361, kept by the District Court in Rzeszów, 12th Economic Department of the National Court Register, with a share capital of 1.000,000 PLN, with tax identification number NIP 7941681757, REGON 651543185

### 1. GENERAL PROVISIONS

1.1 These General Terms and Conditions of Procurement (hereinafter referred to as GTCs) shall apply to orders submitted by Bucher Unipektin Spółka z ograniczoną odpowiedzialnością with its registered office in Przeworsk, Lubomirskich Street No. 1E, postcode 37-200, postcode Przeworsk, Przeworsk municipality, Przeworsk county, Podkarpackie voivodship, registered in the Register of Entrepreneurs of the National Court Register under KRS No. 0000932361, whose files are kept by the District Court in Rzeszów XII Economic Department of the National Court Register, Tax Identification Number NIP: 794-16-81- 757, hereinafter referred to as the "Ordering Party" and shall apply respectively to contracts for the sale or supply (paid purchase) of materials, raw materials, parts, prefabricated elements, products or equipment or services hereinafter referred to as "goods, services or subject of the contract", by an external entity hereinafter referred to as the "supplier or service provider".

1.2 The GTCT shall apply unless separate written terms have been agreed between the Ordering Party and the Supplier which expressly exclude the application of the GTCT to the conclusion and performance of a contract between the Ordering Party and the Supplier. If separate terms and conditions or regulations applied by the Supplier apply at the Supplier's company, the provisions of the GTCs shall prevail unless otherwise agreed by the parties in writing under pain of nullity.

1.3 No terms and conditions contained in order confirmations, previous offers and other documents issued by Suppliers in the absence of written confirmation shall be binding on the Awarding Authority, even if they have not been expressly rejected.

1.4 Formal conditions for issuing and accepting an order:

1.4.1 The Ordering Party's purchase order number shall be indicated on the Supplier's delivery notice, in the body of the invoice issued by the Supplier, the Stock Issue Confirmation (CI) issued by the Supplier, the acceptance report and all other documents relating to the transaction in question.

1.4.2 It is agreed that only the person indicated by name in the current extract from the National Court Register or authorised to do so by the Ordering Party may effectively place an order or conclude a contract on behalf of or for the Ordering Party. In case of any doubts, the Supplier shall be obliged to have the person ordering or concluding the contract duly authorised to act on behalf of or for the Ordering Party.

1.4.3 Acceptance for execution of each order shall be confirmed by the Supplier by means of an appropriate e-mail message delivered to the business address of the ordering person (indicated by the ordering person) or in writing within three days of the order being sent by the ordering person. If the ordering person indicates a different deadline for confirmation of the order by the Supplier, only this deadline shall apply.

1.4.4 Confirmation shall be deemed to be a written document, fax or e-mail sent by the Supplier to the Purchaser, the content of which clearly indicates when, on what terms and conditions and to what order

this confirmation refers, as well as when the delivery, dispatch of the material is to take place, with an accuracy of one calendar week. Signing, sending back the order confirmation shall mean acceptance of these General Terms and Conditions of Purchase without reservation by the Supplier.

1.4.5 Failure by the Supplier to confirm the order within the time limit specified above shall be treated by the Ordering Party as tacit acceptance (acceptance) by the Supplier of the order for execution on the terms and conditions specified in the order and in compliance with the General Terms of Purchase.

## **2. DELIVERY TIME**

2.1 The Supplier shall be obliged to comply with the delivery dates and quantities indicated in the Ordering Party's order. If the delivery made by the Supplier contains a quantity other than that indicated in the order, the Ordering Party shall be entitled to send back the surplus at his own expense. The delivery dates shall be the dates specified in the order and shall mean the date of delivery of the goods to the place of delivery indicated in the order place of delivery indicated in the order.

2.2 In the event that the delivery date is jeopardised, the Supplier is obliged to state in writing, e-mail the expected period of delay and the reasons for the delay. Failure to provide the aforementioned information or to provide information the content of which implies that the delivery cannot be carried out on time may be the basis for the Purchaser to withdraw from the order, with the consequences resulting from consequences of the provisions of these General Terms and Conditions of Purchase.

2.3 The Ordering Party reserves the right to withdraw from the whole or part of the order not fulfilled within the time specified in the order without the obligation to pay any compensation. At the same time, the Ordering Party reserves the right to seek compensation from the Supplier for improper performance of the order on the general principles specified in the Civil Code, as well as reimbursement of costs incurred for replacement performance.

## **3. TERMS OF DELIVERY - Delivery of goods**

3.1 The ordered goods will be delivered by the Supplier to the place indicated in the order. The ordering party has the right to refuse acceptance if the delivery item is not accompanied by delivery documents issued by the Supplier containing the order number, the specification of the goods sent, the quantity (possibly weight) of the goods, packaging details, place of acceptance.

3.2 The Supplier shall be liable for damage resulting from any delay, loss or damage caused by incorrect labelling, packaging or identification of the delivery item.

3.3 Delivery of the ordered goods shall be deemed to have been effected with regard to fulfilment of the delivery terms and conditions and the transfer of the risk of accidental loss or damage of the goods from the Supplier to the Purchaser at the time of documented faultless acceptance of the goods by the Purchaser at the agreed place.

3.4 The Purchaser shall be entitled to return to the Supplier at his cost and risk any shipment delivered before the delivery date or to charge the Supplier the relevant storage costs. The risk of damage or loss shall be borne by the Supplier.

3.5 Liability for non-performance or inadequate performance of the contract in the form of contractual penalties is established in the following cases and amounts:

The Supplier shall pay liquidated damages to the Purchaser:

3.5.1 For withdrawal from the execution of the order by the Ordering Party for reasons beyond the control of the Supplier or by the Supplier for reasons beyond the control of the Ordering Party - in the amount of 10% of the

net value of the subject matter of the order;

3.5.2 For exceeding the delivery deadline, an amount of 2% of the net order value for each day of exceeding, this also applies to intermediate deadlines (i.e. partial shipments);

3.5.3 For delay in removal of defects identified during acceptance of the subject matter of the contract or during the period of warranty and guarantee for defects in the amount of 2% of the net value of the order, for each day of delay, counting from the expiry of the deadline set by the Purchaser or jointly agreed by the parties for the removal of defects.

3.6 The Ordering Party shall be entitled to set off the accrued penalties against the Supplier's claim for performance of the contract or against any other due claim to which the Supplier is entitled against the Ordering Party.

3.7 In the event of the Supplier's delay in the performance of the subject matter of the order or the Supplier's failure to fulfil the obligation set out in clause 2.2 of the General Terms and Conditions of Purchase, the Purchaser may - without waiving its rights to claim a contractual penalty and supplementary damages - exercise one or more of the following rights:

3.7.1 Demand performance of the contract in whole or in part; or

3.7.2 Purchase from another supplier, at the Supplier's expense and risk; or

3.7.3 Withdraw from the order for reasons attributable to the Supplier without setting an additional period, by giving written notice to the Supplier.

3.8 The Supplier, in accepting an order for performance, undertakes that the subject matter of the order, including each of the constituent elements thereof:

- a) shall be brand new, of good quality and free from signs of use, in particular, not refurbished, not reconditioned and not repaired,
- b) comply with all the safety requirements of the applicable legislation in Poland and the European Union and European Economic Area countries;
- c) shall be free from any physical, legal or other defects, as well as any other features limiting their proper use (use for the intended purpose by the Purchaser);
- d) shall, at the time of their commissioning or use in the conduct of Bucher Unipektin Sp. z o.o.'s business activities, be admitted to commercial circulation in the Republic of Poland, the European Union and the countries of the European Economic Area;
- e) has all necessary certificates, authorisations, permits, approvals, etc. for use in the European Union and in the countries of the European Economic Area;
- f) have all the necessary certificates, permits, approvals, etc. to enable them to be used in the Republic of Poland, in particular with regard to compliance with the rules on environmental protection, occupational health and safety (OHS), fire protection, etc.
- g) shall be the sole property of the Supplier and shall not be encumbered in any way by third party rights,

3.9 If the contractual penalty does not cover the damage suffered, the Purchaser may claim supplementary damages under the generally applicable rules.

3.10 During the course of the contract, the Supplier will keep the Purchaser informed of any circumstances that may affect the contract's completion date, progress and quality.

3.10.1 Any deviation from the terms and conditions of the order with regard to price, quantity, specifications, drawings, designs, construction, type and method of packaging, quality of the Goods, method and place

of delivery shall require the prior written consent of the Purchaser under pain of nullity before delivery commences.

3.10.2 The Supplier is obliged to provide the following documents with each delivery:

- a) VAT invoice forwarded via email to: [invoices@bucherunipektin.pl](mailto:invoices@bucherunipektin.pl)
- b) Delivery document with specifications (document supplied with the goods),
- c) Product quality certificate or material attestation, delivered with the Goods or to: [atest@bucherunipektin.pl](mailto:atest@bucherunipektin.pl)
- d) attestations, certificates and other documents, the delivery of which with the delivery of the goods is customary, or results from generally applicable laws, or is stipulated in the order or the order confirmation.

#### 4. WARRANTY AND GUARANTEE

Completion of the Order results in the Supplier providing a guarantee and warranty for the goods supplied for the period indicated in the Order. In the absence of this stipulation in the content of the Order, the following conditions shall apply.

4.1 The warranty and guarantee period shall be 36 months and shall run from the date indicated in the Order or from the date of acceptance of the subject of the delivery by the Ordering Party, which shall be compliant with the Order and free from defects in accordance with the Order and free from defects.

4.2 If defects in the subject matter of the contract are found in the course of the acceptance activities or during the guarantee and warranty period:

- a) removable, the Contracting Authority shall refuse to accept the defects until they are removed, setting an appropriate time limit for this purpose, with the proviso that after the ineffective expiry of this time limit he may remove the defects at the Contractor's expense or may withdraw from the contract;
- b) not suitable for removal:
  - If the defects are not material, the Purchaser shall reduce the remuneration accordingly,
  - If the defects are of a material nature, the Purchaser may request that the delivery be resumed with simultaneous compensation for the damage caused by the delay or may withdraw from the contract.

The Purchaser shall notify the Supplier of any defects in the goods supplied as soon as these are discovered. Whenever the object of the contract is replaced the guarantee period.

4.3 Defects found on acceptance and during the guarantee period shall be rectified by the Supplier within the time limit set by the Purchaser. The Purchaser reserves the right to return all defective goods at the Supplier's expense or to request their replacement. The Supplier shall immediately take all necessary steps to ensure that defective goods are replaced or repaired at its expense with due diligence. If the Supplier fails to rectify the reported defect within the stipulated time limit, the Ordering Party may rectify the defect in the Supplier's stead, at the Supplier's expense, after prior notification to the Supplier. The above shall be without prejudice to the Ordering Party's entitlements in respect of contractual penalties, supplementary damages and withholding of payment of the Supplier's invoices, and shall not release the Supplier from liability under the guarantee.

4.4 The supplier shall provide the ordering party with a guarantee card no later than on the day of delivery of the object of the order, the content of which must not violate these terms and conditions.

4.5 Irrespective of warranty entitlements, the Supplier shall be liable to the Purchaser under the warranty in accordance with the provisions of the Civil Code.

## 5. WITHDRAWAL OF AN ORDER

5.1. Bucher Unipektin Sp. z o.o. shall be entitled to withdraw from the order placed or to rescind the contract in whole or in part of the concluded contract, with notification to the Supplier and without further notice to the Supplier if any of the following assurances by the Supplier in any part or to any extent are not true;

5.2. The Supplier hereby declares and warrants that:

- a) is engaged professionally and occupationally in an economic activity which includes, inter alia, the subject-matter of the contract;
- b) he has familiarised himself with the purchaser's order and other knowledge and information relevant from the point of view of proper execution of the delivery,
- c) prior to accepting the contract, carried out a thorough review of the facts, documentation and specifications to determine whether they are sufficiently complete, coordinated, feasible and otherwise adequate to include all work and materials required to complete the scope of obligations incumbent upon it in accepting the Contract for performance,
- d) has all the authorisations, permits, approvals, etc. under the law necessary to perform the Order;
- e) has the practical experience, background, knowledge and skills necessary to perform the obligations incumbent on the Supplier to the Awarding Authority to the requisite standard and in a manner consistent with the purpose and intended by the Awarding Authority,
- f) the transfer to the Ordering Party of the rights to the subject matter of the Order shall not be restricted or excluded in any way, nor shall it infringe any rights or legally protected interests of any third parties;
- g) is insured with civil liability insurance within the scope of its business activity, including the scope covered by the Order, and the insurance coverage in the scope described shall commence on the date of conclusion of acceptance of the Order for execution and shall continue for at least twenty-four months from the date of execution of the Order;
- h) shall be entitled to all copyrights, industrial property rights and other intellectual property rights in all elements used within the scope of the delivery, including any technical, technological, utilitarian, aesthetic, etc. solutions applied.
- i) no bankruptcy, arrangement or other insolvency proceedings have been initiated against the Supplier as of the date of acceptance of the order for performance, nor are there any circumstances mentioned in the law applicable to the Supplier justifying the filing of a bankruptcy petition or the initiation of a similar procedure concerning the Supplier;
- j) no liquidation procedure has been commenced with respect to the Supplier as of the date of conclusion of the Agreement, nor are there any circumstances justifying the liquidation of the Supplier;
- k) to the best of its knowledge, there are currently no judicial, arbitration or administrative proceedings pending which could have an adverse effect on the Supplier's financial position or its ability to comply with its obligations to the Awarding Authority
- l) The execution of the Order by the Supplier does not require any approvals, permits, permissions, resolutions, etc. of any authorities of the Supplier or any third parties or public administration bodies;
- m) For the execution of the order for Bucher Unipektin Sp. z o.o. , the Supplier shall be represented in a manner that enables its valid and effective execution.

## 6. PRICE and PAYMENT TERMS

6.1. The Purchaser shall purchase the Goods based on the prices indicated in the content of the Purchase Order accepted by the Supplier. Net prices will be increased by VAT at the applicable rate.

6.2. Bucher Unipektin Sp. z o.o. undertakes to pay the agreed Price to the Supplier within the period indicated in the content of the Supplier's invoice issued upon receipt of the Goods / services, without any quantitative or qualitative deficiencies. In the event that a VAT invoice is issued incorrectly, the Supplier shall issue a

correction to this document and deliver it to the Ordering Party. Waiting for the correction interrupts the course of payment. The payment period shall be calculated from the date of delivery of the correction to the defective invoice.

6.3. A VAT invoice will be sent to the email address: [invoices@bucherunipektin.pl](mailto:invoices@bucherunipektin.pl)

6.4. Payments will be made by Bucher Unipektin Sp. z o.o. to the Supplier's account indicated in the content of the respective invoice.

6.5. If the due date falls on a Saturday or a holiday, the first business day after the due date shall be considered as the payment day.

6.6. The moment of payment shall be deemed to be the day on which the Purchaser's bank account is debited.

6.7. Invoices will contain, in addition to the data required by the VAT Act and implementing regulations, the following in each case:

- a) consignee - the purchaser's warehouse or another location,
- b) delivery note number,
- c) the name of the article/service,
- d) unit price,
- e) the date of payment as agreed by the parties.

6.8. The prices stated in the body of the order are fixed, related only to the specific goods sent to the agreed place of collection according to the order. The price includes all services and services which result from the order, possibly from offers, drawings or catalogues, deliveries ready for production as a result of the parties' agreements. In the case of deliveries/services which occur between members of EU countries, outside of Poland, the Supplier shall always indicate the European tax identification number.

6.9. The time limit for payment for goods is suspended in the event of;

- the initiation of a complaint procedure by the Customer until such time as it has been resolved by the Supplier, or
- Deficiencies in any of the documents stipulated in para. 3.10.2 or the contents of the Order, or required by law, until such time as they are completed by the Supplier.

## 7. RETENTION OF TITLE

7.1. Reservation of ownership of the subject matter of the order in favour of the Supplier or third parties is excluded. The Supplier may only assign his claims against Bucher Unipektin Sp. z o.o. with the prior written consent of Bucher Unipektin Sp. z o.o. under pain of nullity.

7.2. The Supplier may only settle its claims with those of Bucher Unipektin Sp. z o.o. or assert claims based on rights of retention against undisputed or legally established liabilities.

7.3. Existing claims against Bucher Unipektin Sp. z o.o. shall not be assigned or pledged by the Supplier. Any reservation of title to the subject matter of the order is excluded.

## 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 performance of the order, including in particular all organisational, commercial and technical information concerning the Ordering Party and not made available to the public, shall be considered by the Parties as confidential information and as such shall not be disclosed to third parties. This obligation, does not apply to situations in which the obligation to provide information results from mandatory legal regulations.

8.2. In particular, the Supplier undertakes to treat as confidential information concerning trade volumes, prices applied, discounts, product specifications, logistical agreements, technological data, under pain of the Purchaser withdrawing from the order for reasons attributable to the Supplier.

8.3. The Supplier declares that it will not use confidential information for any purpose other than for the performance of the order and that it will provide such information with due protection appropriate to its confidential nature. The obligation to keep information confidential shall remain in force after the execution of the order and may only be revoked with the written consent of the Ordering Party, on pain of invalidity.

## 9. LITIGATION MATTERS

9.1. In matters not covered by these General Terms and Conditions of Purchase, the relevant provisions of the Civil Code shall apply. In the event of a dispute concerning the interpretation or execution of an order and these General Terms and Conditions of Purchase, which the parties are unable to resolve amicably, the competent authority shall be the competent court according to the seat of Bucher Unipektin Sp. z o.o.

## 10. FINAL PROVISIONS

10.1. These General Terms and Conditions of Purchase form an integral part of the order placed with the Supplier by the Purchaser. In the event of contradictions or discrepancies, the contents of the order shall prevail.

10.2. Ordering Party strictly complies with Code of Conduct of Bucher Group and Anti-Corruption Directive (available on the Ordering Party's website or made available at the Supplier's request). Ordering Party, as a member of Bucher Group, expects its contracting partners to act fairly and lawfully in all their business dealings. Business partners of the Bucher Group must not engage in corrupt practices, irrespective of the country in which they operate.

10.3. All amendments and additions to the General Terms and Conditions of Purchase must be made in writing in order to be valid.