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### 1. General provisions.

- 1.1 General terms and conditions of purchase POSIADALO Sp. z o. o. Sp.k. (hereinafter referred to as "OWZ") apply to all contracts the subject of which is the acquisition by POSIADALO Sp. z o. o. Sp.k. goods and services. The general terms and conditions are an attachment to the documents submitted by POSIADALO Sp. z o. o. Sp.k. orders and offers and an integral part of concluded contracts.
- 1.2 POSIADALO Sp. z o. o. Sp.k. authorizes the contractor to issue a VAT invoice (in accordance with the placed order) without the signature of POSIADALO Sp. z o. o. Sp.k., which is not and cannot be interpreted as an acknowledgment of the debt, either in whole or in part.
- 1.3 The contractor is obliged to include the order number on the invoice.

### 2. Subject of the Order and general conditions.

- 2.1 The subject of the order is the supply of goods and/or the provision of services to POSIADALO Sp. z o. o. Sp.k., specified in the submitted by POSIADALO Sp. z o. o. Sp.k. order or offer.
- 2.2 The order must be made in accordance with its conditions (quantity, type, delivery/collection date, standard, price, certificate) specified by POSIADALO Sp. z o. o. Sp.k. in the order document and the general terms and conditions.
- 2.3 POSIADALO Sp. z o. o. Sp.k. reserves the right to refuse to accept goods or services that do not comply with the order or the General Terms and Conditions. In such a case, the contractor is not entitled to remuneration or claims for damages.
- 2.4 Any changes to the order specifications may be introduced after the prior written consent of POSIADALO Sp. z o. o. Sp.k., under pain of nullity.



- 2.5 The contractor undertakes to confirm acceptance of the order in writing (by fax or e-mail) within 2 business days from the date of receipt of the order, which results in the conclusion of the contract. The order may be executed only in accordance with the conditions specified in the order and the General Terms and Conditions. In the event of a change in the conditions or reservations of the contractor, the contract is deemed not to have been concluded.
- 2.6 Commencement of the execution of the contract, without confirmation of the order, is tantamount to concluding a contract on the terms specified in the order and the General Terms and Conditions.
- 2.7 If the order is not confirmed within 2 business days from the date of delivery of the order, the order is deemed accepted for execution under the conditions specified in the order and the General Terms and Conditions.
- 2.8 POSIADALO Sp. z o. o. Sp.k. when selecting suppliers and purchasing raw materials, it is guided by the principle of not using or purchasing raw materials and minerals from regions affected by armed conflicts, which are mined and sold under the control of armed groups violating human rights in the Democratic Republic of the Congo or neighboring countries.

### **3. Terms and delivery date.**

- 3.1 The deadlines for completing the subject of the contract are specified in the order or separately agreed by the parties by mutual agreement. The contractor undertakes to perform the subject of the contract within the deadlines agreed with POSIADALO Sp. z o. o. Sp.k..
- 3.2 When the subject of the contract is delivery, the contractor undertakes to perform it in accordance with the delivery terms within the meaning of the INCOTERMS 2010 regulations or the current version of INCOTERMS.
- 3.3 POSIADALO Sp. z o. o. Sp.k. has the right to withdraw from all or part of the contract not performed on time. In such a case, POSIADALO Sp. z o. o. Sp.k. is not liable for any damage to the contractor. The right of withdrawal may be exercised by POSIADALO Sp. z o. o. Sp.k. within 14 days from the ineffective expiry of the contract execution deadline.

### **4. Responsibility.**

- 4.1 In the event of a delay in the execution of the contract or a delay in removing the identified defects, in the manner referred to in point 8.1, the contractor is obliged to pay POSIADALO Sp. z o. o. Sp.k. a contractual penalty of 0.5% of the price for each day of delay.
- 4.2 In the event of a delay in the execution of the contract or a delay in the removal of identified defects, in the manner referred to in point 8.1., POSIADALO Sp. z o. o. Sp.k. is entitled to entrust the performance of the contract to a third party at the contractor's expense and risk (substitute performance), and the contractor is not entitled to receive any remuneration.
- 4.3 The above rights are independent of the right of withdrawal referred to in point 3.3. above.
- 4.4 The above rights are granted to POSIADALO Sp. z o. o. Sp.k. also during the warranty period.

### **5. Price and payment terms.**

- 5.1 The price and payment terms are specified in each order, subject to the provisions below.
- 5.2 The payment deadline will be counted from the date of issuing the VAT invoice to POSIADALO Sp. z o. o. Sp.k..



## 6. Quality.

- 6.1 The contractor guarantees that the purchased goods have the CE mark or another mark required by applicable law, allowing the goods to be placed on the European Union market.
- 6.2 In the case of purchasing goods, the performance of the subject of the contract results in the contractor granting a warranty for the period indicated in the order. Warranty rights may be exercised by POSIADALO Sp. z o. o. Sp.k. regardless of warranty rights. POSIADALO Sp. z o. o. Sp.k. you have the right to file a complaint if the subject of the contract is not meets the terms of the order in terms of quantity and/or quality, and the contractor is obliged to respond within 7 days from the date of receipt. If no response to the complaint is received within the given period, the parties agree that the complaint is justified, and POSIADALO Sp. z o. o. Sp.k. may exercise the rights referred to in point 8.1.
- 6.3 The contractor is obliged to consider the complaint within 14 days from the date of its submission by POSIADALO Sp. z o. o. Sp.k. After the ineffective expiry of the above deadline, unresolved complaints are considered justified, and POSIADALO Sp. z o. o. Sp.k. may exercise the rights referred to in point 8.1.

## 7. Non-conformities.

It is assumed that POSIADALO Sp. z o. o. Sp.k. accepts the subject of the contract in terms of size, type, markings and other features that can be visually examined during receipt of the subject of the contract, unless POSIADALO Sp. z o. o. Sp.k. within 14 days of its receipt or within 14 days of its detection, it will notify the contractor in writing about the non-compliance of the goods with the provisions of the contract.

## 8. Complaints.

- 8.1 If the goods are found to be inconsistent with the contract or defects are revealed in the subject of the contract, the contractor is obliged, at the option of POSIADALO Sp. z o. o. Sp.k.:
- within a period not longer than 7 days, repair the subject of the contract at your own expense, or
  - within a period not longer than 7 days, replace the subject of the contract with a defect-free one at your own expense or,
  - reduce the price in proportion to the size of the defect or,
  - refund the price paid in full. In such a case, the contractor is obliged to collect the subject of the contract at his own expense.
- 8.2 Rights of POSIADALO Sp. z o. o. Sp.k. described in point 8 do not exclude the rights described in point 4. The choice of authorization is at the discretion of POSIADALO Sp. z o. o. Sp.k..

## 9. Confidentiality.

- 9.1 All information obtained by the contractor in connection with the performance of the subject of the contract, including in particular all organizational, commercial and technical information regarding POSIADALO Sp. z o. o. Sp.k. and not made publicly available, are Confidential Information and as such cannot be disclosed to third parties. This obligation is unlimited in time and does not apply to situations in which the obligation to provide information results from mandatory provisions of law.
- 9.2 In particular, Confidential Information is information regarding the volume of trade, applicable prices, specifications of goods, technological data, under pain of withdrawal by the Ordering Party from the contract for reasons

attributable to the contractor. The right to withdraw is available within 30 days from the date of discovery of the disclosure of Confidential Information by the contractor. Regardless of the right of withdrawal, POSIADALO Sp. z o. o. Sp.k. may demand compensation for the damage caused by the disclosure of Confidential Information, on general terms.

## 10. Force majeure.

Force majeure is any unforeseen circumstances that may occur during the performance of the contract, independent of the will of the parties, and which the parties cannot prevent, such as: fire, flood, earthquake, strike, mobilization, hostilities, terrorist attack, general lack of raw materials, energy or unavailability of public transport, embargo. A Party that is unable to fulfill its contractual obligations as a result of force majeure is obliged to notify the other Party of the occurrence of force majeure. If the duration of force majeure exceeds 1 month, each Party has the right to terminate the contract without notice.

## 11. Disputes.

In matters not regulated by the provisions of the contract and the General Terms and Conditions, the relevant provisions of the Civil Code shall apply. Disputes regarding the performance of the contract that the Parties do not resolve amicably shall be resolved by the court having jurisdiction over the place of performance of the contract.

## 12. Final provisions.

12.1 Receivables arising from the contract may not be the subject of assignment without the prior written consent of POSIADALO Sp. z o. o. Sp.k..

12.2 All changes and additions to the contract must be made in writing to be valid, otherwise they will be invalid.

12.3 The Parties confirm that the use of these General Terms and Conditions in commercial relations between them has been accepted.

## 13. Ethics.

**Suppliers POSIADALO sp. z o.o. sp. k. are obliged to conduct business in accordance with general principles adopted principles of business ethics and business management in a way that facilitates compliance applicable laws and expectations set out in this Code.**

Suppliers POSIADALO sp. z o.o. sp. k. are obliged to ensure that their employees constantly expand their knowledge on about ethical standards in business activities and legal provisions regulating the rules of conduct included in this Code.

### 13.1 Integrity and responsibility in action

Suppliers POSIADALO sp. z o. o. sp. k. are obliged to apply the highest business standards, such as: such as compliance with the principles of fair and free competition, reliability in communication, protection and non-disclosure of information trusting information obtained in the course of cooperation, respecting intellectual property, personal and property copyrights, industrial property rights and other legal provisions and regulations resulting from the specific nature business activity.

### 13.2 Counteracting corruption in all its manifestations

Any corrupt practices on the part of POSIADALO sp. z o.o. Suppliers are unacceptable. sp. k. both in relations with officials (corruption in the public sphere) and in relations with contractors (corruption in the private sphere). It is strictly



forbidden to give or offer undue benefits to anyone for the purpose of influence to the actions or omissions of that person aimed at obtaining or maintaining a business relationship. Suppliers may not give or offer employees of POSIADALO sp. z o.o. sp. k. gifts in the form of cash or its equivalent. It is permissible to provide small business gifts within the scope of applicable law and accepted custom, and only if they are of an occasional or promotional nature and do not result in an obligation to reciprocate or to take or refrain from taking specific actions.

13.3 Risk management

Suppliers POSIADALO sp. z o. o. sp. k. should have and constantly improve risk management systems, including: risk of corruption and abuse in all areas of activity. These solutions cannot be contradictory with the provisions of this Code. POSIADALO sp. z o. o. sp. k. should actively promote ethical culture, incl including creating solutions enabling employees and contractors to report irregularities in a way that protects their personal data and is free from risk retaliatory actions.

13.4 Sustainability

POSIADALO sp. z o. o. sp. k. expects Suppliers to take into account and minimize negative impact of their activities on the social environment and the natural environment. Any action is welcome to reduce the negative impact on the environment, and in the long term, causing positive changes for the environment.

13.5 Child and minor labor

Minimum age of employees of POSIADALO sp. z o.o. Suppliers. sp. k. must comply with national law and cannot interfere with the obligation to educate. Forbidden is the employment of minors in work hazardous to health and safety.

13.6 Working conditions

Suppliers POSIADALO sp. z o. o. sp. k. are obliged to provide their employees, and employees performing tasks on their behalf, safe and hygienic working conditions, corresponding legal regulations and labor standards in a given industry. Particular attention is paid to the protection of employees against chemical, biological and physical threats. Suppliers are required to identify and monitoring threats to take effective preventive actions.

13.7 Product safety and quality requirements and regulations

Suppliers of products at every stage of their production, storage, transport and sale are obliged to: acting in accordance with applicable law and international standards, including Good Practice Manufacturing, Good Distribution Practice, as well as with the detailed requirements contained in the contract with POSIADALO Ltd. sp. k. All activities of Suppliers POSIADALO sp. z o.o. sp. k., which may affect the quality and safety of POSIADALO sp. z o. o. products sp. k., are subject to special control and restrictions

Signatures of interested parties:

Ordering Party:

Buyer:

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