General Conditions of Purchase at Company DACPOL Sp. z o.o.

DEFINITIONS:
- “DACPOL” – means DACPOL Sp. z o.o.,
- “Seller” – means company which is a recipient of order,
- “Goods” – means all raw materials, components, semi-finished goods or equipment purchased for the purpose of supplying DACPOL,
- “Order” – means General Conditions of Purchase.
- “General Conditions of Purchase” – means General Conditions of Purchase realized by DACPOL Sp. z o.o.,

1. GENERAL PROVISIONS
1.1. These General Conditions of Purchase are an integral part of all Orders submitted by DACPOL to the Seller. These General Purchase Conditions involve the Seller in full range, unless the parties exclude some of the provisions in other documents made in writing, otherwise shall be null and void. Seller by realizing delivery to DACPOL accepts these General Conditions of Purchase.
1.2. The price for delivered Goods includes the delivery costs of Seller, and therefore they shall be included in the price of Goods. When Seller does not agree with DACPOL’s General Conditions of Purchase, he is required to notify DACPOL immediately in writing, before confirming the orders. In such case DACPOL reserves the right to withdraw this Order.
1.3. Sales conditions established by the Seller do not bind DACPOL, even when DACPOL has not questioned them in a clearly way.

2. CONFIRMATION AND ACCEPTANCE OF ORDER
2.1. Seller is obliged to confirm in writing the receipt of order (Order Confirmation), within 3 working days unless both Parties agreed otherwise. As written confirmation is considered a paper document, fax or e-mail sent by the Seller to DACPOL, such document is not considered as an acceptance of these General purchase conditions. After that deadline, the validity of an order depends on its confirmation by DACPOL.
2.2. If the confirmation of an order contains terms inconsistent with the terms of the Order, DACPOL has the right to declare whether it accepts the execution of the order under the conditions changed by Seller within 5 working days of receipt of the Order Confirmation. The statement may be sent by DACPOL to the Seller as a paper document - fax or e-mail.
2.3. In case of non-compliance of the Buyer with the invoice data from the Buyer, this Order will be considered as agreed.

3. TERMS OF THE DELIVERY
3.1. Terms of delivery are agreed in the Order by DACPOL to the indicated in the Order place of delivery. If it is not agreed otherwise in the Order, the place of delivery is the place of DACPOL’s headquarter at 34 Pulawska str., 05-500 Piaseczno, Poland. The deadlines must be strictly respected.
3.2. In case of possibility of delayed delivery date, the Seller is required to provide in writing the expected period of delay and its cause. Lack of above-mentioned information or providing the information that the Goods will not be delivered in agreed time, can result in withdrawal from the Order by DACPOL, with the consequences listed in point 6 of the General Conditions of Purchase.
4. CONDITIONS AND RISKS OF THE DELIVERY
4.1. Seller is obliged to inform DACPOL, by fax or e-mail, that the order is ready for delivery at least one working day before delivery date. Seller shall inform DACPOL in the case of Goods are not in accordance with the requirements and, when DACPOL accepts it, the rules of delivery will be agreed with respect to the paragraph 2.2 above.
4.2. Deliveries are accepted in DACPOL’s warehouse, within 8.00 to 16.00, unless another place and time of delivery was agreed. DACPOL allows possibility of delivery outside of warehouse opening hours, provided that this was agreed in advance between DACPOL and the Seller.
4.3. Condition of delivery acceptance as complete by DACPOL is to provide a transport document, namely the consignment note, the goods should be in the original cartons, without any defects of transport. In addition, Seller is obliged to place the Order number on the transport document and other documents related to the execution of orders, such as letters, invoices, quality certificates and declarations of conformity.
4.4. The invoice should be delivered with Goods or otherwise to reach DACPOL before actual delivery of the Goods.
4.5. Control of quantity of supplied Goods and their condition after the transport is done immediately after delivery at DACPOL’s warehouse, by comparing the compliance of delivery with transport documents and by visual inspection of the goods. The goods are deemed as defective if the goods included in the order are not delivered. All goods sold subject to any claims of defects sold at own expense with due diligence. Seller is obliged to remove the defect or replace the product to free from defects one within 14 working days of receipt of notification from DACPOL. If during guarantee or warranty period the same defect appears to delivered goods 3 times, Seller shall replace the defective product to free from defects of one at its own cost. Seller’s warranty obligations will be carried out at the headquarters of DACPOL. Seller shall provide a report about defects of the Goods including the reasons of its occurrence and repair method at latest within 2 weeks of receipt of the information from DACPOL.
4.6. In case of replacement of defective Goods to the new ones, period of guarantee or warranty starts over again.
4.7. Seller does not remove the notified defects within the agreed period, DACPOL can remove the defect in place of Seller at his expense, upon written notice to Seller. The above does not affect the rights of DACPOL in the range of seller’s rights to additional compensation and to withhold payment of invoices to the Seller, as well as it does not relieve Seller from liability under the guarantee and warranty conditions.
4.8. Periods of warranty and guarantee shall be extended of the time from notification about Goods defects to time of their removal.

5. GUARANTEE AND WARRANTY
5.1. Completed order by the supplier will provide guarantee and warranty for the delivered goods in accordance with the warranty of the Seller or the manufacturer but for a period not shorter than 24 months.
5.2. The Seller guarantees that technical parameters and performance of Goods are compatible with the requirements of DACPOL, pointed out in the Order and that within guarantee or warranty period, Goods will be free from defects that prevent or correct and failure-free operation.
5.3. Liability under the guarantee and warranty is in accordance with the provisions of the Civil Code. Seller is liable towards DACPOL over warranty conditions - irrespective of guarantee conditions.
5.4. In case within the period of warranty or warranty a defect of the Goods appears, DACPOL will inform the Seller of this fact in written form by fax or e-mail.
5.5. If within 14 working days from the date of claim by DACPOL, Seller does not repair or exchange Goods, or clear up the defect, it is considered as the goods defect. Seller is obligated to remove the defect or replace the product to free from defects one within 14 working days of receipt of notification from DACPOL. If during guarantee or warranty period the same defect appears to delivered Goods 3 times, Seller shall replace the defective product to free from defects of one at its own cost. Seller’s warranty obligations will be carried out at the headquarters of DACPOL. Seller shall provide a report about defects of the Goods including the reasons of its occurrence and repair method at latest within 2 weeks of receipt of the information from DACPOL.
5.6. Seller is obligated to notify DACPOL about planned and / or made changes to the supplied Goods.
5.7. Delivery of ordered Goods is considered as completed once it is defect-free, proved by the date of Goods delivery by DACPOL at the agreed place. If conditions set out in this section are not met, DACPOL is not liable for the delay in the acceptance of delivery and the date of payment.

6. PENALTIES
6.1. Liability for failure or improper execution of orders is determined in the form of penalties in the following cases and amounts: Seller is obliged to pay penalties for DACPOL:
6.1.1. for withdrawal from completed orders by DACPOL upon the reasons dependent on the Seller or by the Seller upon the reasons independent from DACPOL – in the amount of 10% of the value of orders;
6.1.2. for delay in delivery - in the amount of 1% of the orders for each day of delay;
6.1.3. for delay in removing the defects found upon receipt the Goods or in the period of guarantee and warranty - in the amount of 1% of the orders for each day of delay, calculated from the deadline to remove defects, set by DACPOL or indicated in guarantee conditions, or in the General Conditions of Purchase.
6.2. DACPOL is entitled to demand compensation and / or charged penalties arising from these General Conditions of Purchase from its financial obligations to Seller. In case of Seller’s delay with execution of subject of the Order or failure of fulfilling by the Seller of the obligations pointed out in paragraphs 3.4, 5 and 5 of General Conditions of Purchase, DACPOL may - without giving up on the rights to charge the penalties and additional compensation - use one or more of the following rights:
6.2.1. request the execution of orders - fully or partially;
6.2.2. purchase of another entity, at the expense and risk of the Seller;
6.2.3. withdraw from the Order for reasons dependent on the Seller without appointing additional deadline, upon the written notice to Seller.
6.3. If the penalty does not cover the damage suffered, DACPOL may claim additional compensation upon generally applicable principles.
7. CONFIDENTIALITY
7.1. All data and information provided by DACPOL to Seller are covered by confidentiality clause. Any information arising directly from these General Conditions of Purchase, as well as information obtained by the Seller in connection with the order execution, in particular including any organizational, commercial and technical information concerning DACPOL - not available to this public - will be considered by the Parties as confidential and as such they will be not be disclosed to third parties. This obligation does not apply to situations where there is necessity of providing the information due to mandatory provisions of law. In particular, Seller agrees to treat as confidential the information about the volume of trade, prices, discounts, product specifications, logistics agreements, technological information, otherwise DACPOL has right to cancel the Order over the reasons dependent on the Seller. Seller declares that he will not use confidential information for purposes other than Order execution, and will provide to this information a sufficient protection appropriate to their confidential nature. The obligation to keep information confidential shall remain in force after the completion of Order and may be waived only under written consent of DACPOL, otherwise shall be null and void.
7.2. Disclosure the information related to the Order by Seller to a third party requires written consent of DACPOL.
7.3. The Parties agree in section 7.1. by Seller, Seller is obliged to pay to DACPOL contractual penalty in the amount of PLN 50,000. If the penalty does not cover damage suffered, DACPOL may claim additional compensation upon generally applicable rules. The obligation to pay the penalty may not exclude the right of DACPOL to withdraw the Order for the reasons dependent on the Seller.

8. LITIGOUS MATTERS
8.1. The Parties agree that in all matters of dispute arising which may arise between the Seller and DACPOL against these General Conditions of Purchase or on the background of Orders, or in connection with the Orders execution, the exclusive jurisdiction shall be entitled to the Polish courts and Polish law provisions apply only.
8.2. The Parties agree that in all matters of dispute arising which may arise between the Seller and DACPOL against these General Conditions of Purchase or on the background of Orders, or in connection with the Orders execution, the the parties are unable to solve amicably, a court having jurisdiction over DACPOL’s seat will be entitled to decide the dispute.

9. ADDITIONAL PROVISIONS
9.1. Transfer of rights and obligations of the Seller under this Order requires the written consent of DACPOL. Seller agrees to transfer DACPOL’s requirements to his suppliers.
9.2. Seller guarantees that he has sufficiently qualified staff, with all necessary permissions, capable of providing the required quality in accordance with DACPOL’s requirements.
9.3. If both Parties do not agree otherwise, the Order includes the value of the ordered Goods, along with documents, packaging and delivery to DACPOL.
9.4. Seller agrees to notify DACPOL about planned and / or made changes to the supplied Goods.

Plaseszno, dated on 11.04.2016