



General Terms of Purchase

§ 1 GENERAL TERMS

These General Terms of Purchase (GTP) shall apply to orders submitted by ATEX Sp. z o.o. hereinafter referred to as "Ordering Party" and shall concern respectively purchase-sales or delivery of materials, resources, parts, products or devices hereinafter referred to as "goods" by entities hereinafter referred to as "Supplier."

Provisions shall bind only suppliers of ATEX Sp. z o.o. and shall mean that ATEX Sp. z o.o. is not bound by any other contracts with suppliers and any amendments made to the GTP shall require prior consent given by ATEX Sp. z o.o. and shall be made in writing and confirmed by ATEX Sp. z o.o.

Acceptance and signing of the order shall mean acceptance of the GTP and acceptance of commercial terms of ATEX Sp. z o.o.

By accepting order for completion, supplier declares the consent for being bound by the GTP of ATEX Sp. z o.o.

ATEX Sp. z o.o. may request the supplier to cover the product or business with third party insurance.

To all matters not regulated by the terms, Civil Code shall apply and any disputes arising out of the GTP shall be settled by the Court having jurisdiction over ATEX Sp. z o.o. seat.

§ 2 DELIVERY DATE

Delivery dates are deadlines specified in the order and shall mean the date of delivering the goods to the delivery location indicated in the order.

Order number should be indicated on each notification of delivery, invoice, delivery note, acceptance protocol and all other transaction documents.

Each order accepted for completion shall be confirmed by the supplier in writing within 3 days as of the date of receiving in the form of a letter, e-mail or fax.

Should keeping the delivery date be threatened, supplier shall be obligated to provide a reason and duration of delay in good time before - failure to notify shall be the basis for ATEX Sp. z o.o. to withdraw from the order.

ATEX Sp. z o.o. reserves the right to withdraw from the whole or part of the order that failed to be completed within the date specified in the order with no obligation to pay any damages - at the same time ATEX Sp. z o.o. reserves the right to seek compensation from the supplier due to improper performance of the order pursuant to general rules specified in the Civil Code and return of costs paid due to substitute performance of the order.

§ 3 DELIVERY TERMS

Supplier's obligations:

- supplier shall send ATEX Sp. z o.o. confirmation of order - certifying that the order was accepted for completion and including number of order, way and date of dispatch, weight and measurements of the shipment along with all instructions necessary for correct transportation/unloading of the goods.

- supplier shall notify ATEX Sp. z o.o. about each situation that may influence timely delivery of goods - it shall not release the supplier from being responsible for any delays,

- goods, products ordered shall be delivered by the supplier to the location indicated in the order along with a copy of invoice/an invoice, delivery note, attestations, permits, certificates and product quality certificates, current product data sheet, storing instruction, assembly, ramp-up, operation and use,

- nevertheless, delivery may be rejected if it fails to have appropriate document including number of order, amount and specification of sent goods, information concerning packaging, weight and delivery location as well as required attestations, certificates and product warranty cards,

- supplier shall be responsible for any damages resulting from delays, loss or damage of product caused by incorrect tagging, marking, packaging or dispatch identification,

Delivery of order goods shall be made upon defect-free documented acceptance of the subject of delivery performed by ATEX Sp. z o.o. in agreed place along with required documents determined in the GTP.

Supplier shall be responsible for admitting goods to trade on Polish customs territory and in case of delivery from the European Union's territory, he shall be obliged to exercise all formalities resulting from the European Union's laws (VAT, INTRASTAT)

§ 4 ORDERING PARTY'S RIGHTS

All amendments made to the order require ATEX Sp. z o.o. consent in writing.

ATEX Sp. z o.o. reserves the right to correct the amount of ordered goods and dates of their delivery, and to carry out inspection aiming at verifying completion of order on each stage.

Should the scope of order be extended, supplier shall deliver additional or replacement goods pursuant to commercial terms applicable during completion of given order, whereby, the set out prices and discounts shall be kept.

Ordering Party shall be authorised to return to the supplier, at supplier's risk and cost, each dispatch delivered before the delivery date and to charge the supplier with appropriate cost of storing also in case of failure to deliver required documentation described in GTP ATEX Sp. z o.o. Supplier shall be responsible for the risk of damage or loss.

Should the delivery fail to comply with the order and technical terms - ATEX Sp. z o.o. shall have the right to make a complaint in relation to the goods within 14 days as of the date of delivery and in case of hidden defect within 14 days as of discovering the defect - which shall be confirmed by an appropriate correcting invoice.

§ 5 CONTRACTUAL PENALTIES

ATEX Sp. z o.o. allocates the responsibility for failure to perform or improper performance of order in the form of contractual penalties in the following cases and amounts:

Supplier shall pay ATEX Sp. z o.o. contractual penalties:

- for exceeding date of delivery amounting to 0.3% of the order value per each day of exceeding - during the first 10 days,

- for each new day of delay, for exceeding the date of delivery amount to 0.5% of the order value,

- for delay in removing defects detected during acceptance of the subject of order or during warranty and implied warranty period covering defects amounting to 0.5% of the value of order per each day of delay, counted as of the expiry of deadline given by the Ordering Party to remove defects.

Ordering Party shall have the right to deduct contractual penalties from the supplier's fee.

In case the supplier is behind with completion of the subject of order or fails to meet the obligation to deliver required documentation, ATEX Sp. z o.o. may - notwithstanding the right to charge contractual penalty and additional compensation - exercise one or more of the following rights:

- request the order to be completed in full or partially;

- make purchase from other supplier at the supplier's cost and risk;

- withdraw from the order due to reasons attributable to the supplier, indicating additional 3 day term to complete the order, upon written notification given to the supplier.

If the contractual penalty fails to cover the damage incurred, ATEX Sp. z o.o. may seek the additional compensation pursuant to general terms - also for lack of guaranteed technical parameters and other damages caused by the product.

§ 6 WARRANTY AND IMPLIED WARRANTY

Order completion shall require the supplier to grant warranty and implied warranty covering the delivered goods for the period indicated in the order. Warranty shall be in force for 18 months as of the date of starting, however, no longer than for 24 months as of the date of delivery. Supplier guarantees that goods delivered under the order are consistent with the specification, drawings, guidelines and other requirements of the order, they shall be new, made of the correct material, defect and fault-free, made in accordance with the standards in force in Poland and on the territory of the European Union.

Warranty liability shall be consistent with the Civil Code.

ATEX Sp. z o.o. shall notify the supplier about discovered defects of the delivered goods. Defects detected during the acceptance and warranty period shall be removed by the supplier within the deadline indicated by ATEX Sp. z o.o.

ATEX Sp. z o.o. reserves the right to return all defected goods or request their replacement at supplier's cost.

Should the supplier fail to remove the reported defect within indicated deadline, ATEX Sp. z o.o. may remove products' defects on behalf of the supplier, at supplier's cost, upon prior notification sent to the supplier in writing stating product's defects and cost of assembly, searching, travel and accommodation of experts.

Supplier shall exercise all necessary steps in order to ensure replacement or repair of defected goods at his cost with due diligence, he shall be obliged to inform the buyer about the measures undertaken and time necessary for the defect removal.

Provisions of this paragraph shall not infringe ATEX Sp. z o.o. rights concerning contractual penalties, additional compensation, withholding invoice payment, they also shall not release the supplier from the liability due to warranty. Should the supplier fail to exercise immediate measures aiming at removing defects, ATEX Sp. z o.o. shall have the right to undertake all necessary measures aiming at removing defects at supplier's risk and cost.

Notwithstanding rights due to warranty, supplier shall be liable towards the Ordering Party for the implied warranty in accordance with the Civil Code.

§ 7 PRICE AND PAYMENT TERMS

Prices provided in the order shall be fixed and shall not be subject to any amendments, they apply to goods delivered to specific delivery location at supplier's cost.

Subject to compliance of the delivered goods and invoice including specification and terms of order, payments shall be made by ATEX Sp. z o.o. via bank transfer to the supplier's account indicated on the invoice within deadline provided in the order as of the date of delivering the invoice along with the protocol of fault-free acceptance of the goods to the seat of ATEX Sp. z o.o. Invoice shall be issued pursuant to the protocol of fault-free acceptance confirming compliance with order, proof of release or delivery note signed by the Parties' representatives.

In case the delivery of goods is performed as incomplete or without required documentation - ATEX Sp. z o.o. reserves the right to extend payment deadline until the full order is completed or lacking documentation is delivered which shall not exclude seeking contractual penalties for delay in order completion.

§ 8 CONFIDENTIAL INFORMATION

Information resulting from the GTP and information received in relation to order completion - in particular all technical, commercial information not disclosed publicly shall be recognised by the parties as confidential information and shall not be disclosed to any third parties, except situations when the obligation to disclose information results from the laws in force.

Confidential information includes volume of trade, prices, discounts, product specifications, technical data, drawings, projects. Infringing the provision enables ATEX Sp. z o.o. to withdraw from the order due to reasons attributable to the supplier with the option to seek proper compensation.

Supplier shall properly protect confidential information, shall use them only to complete the order and shall keep them secret also after the order is completed.

§ 9 ADDITIONAL PROVISIONS AND COPYRIGHTS

Should the circumstances arise beyond supplier's control or force majeure which prevents completion of the order, deadline shall be extended by the duration of circumstances or effects thereof - however, the circumstances shall not influence payment liabilities.

ATEX Sp. z o.o. reserves the right to return part of the subject of order and to limit its scope. Possible return of part of order or limiting its scope shall be performed according to unit prices approved for completion of given order.

Supplier releases ATEX Sp. z o.o. from any liability for possible third party claims in relation to goods, parts and materials delivered pursuant to the order.

Supplier declares that there are no rights, patents and other titles to intellectual property rights which would infringe completion of order for ATEX Sp. z o.o.

Supplier shall be fully liable for damages in relation to infringement of intellectual property rights of other persons during completion of order and shall be obligated to respect copyright owned by ATEX Sp. z o.o. during completion of the order.

Supplier shall pay all costs borne by ATEX Sp. z o.o. should the copyrights, patent rights, "know how" be infringed by ATEX Sp. z o.o. using products that infringe these provisions.

ATEX Sp. z o.o. shall notify the supplier about the situation involving copyright and derivative rights infringement and shall enable the supplier exercising defence against claims and allegations made by third parties.

In case of proceedings conducted in relation to such claims, supplier shall ensure direct defence for ATEX Sp. z o.o. at his own expense.

§ 10 DUE TAXES AND VAT INVOICE

Suppliers shall archive copies of VAT invoices for the period determined by applicable tax laws, aiming at confirming transactions made for ATEX Sp. z o.o., in particular in relation to confirming the validity of due VAT decrease by the amount of VAT fixed at the time of purchasing the goods.

In case of any concerns and lack of availability to deduct VAT by ATEX Sp. z o.o., in particular in view of lack of invoice archiving and defects in delivered VAT invoices - supplier shall compensate ATEX Sp. z o.o. any loss arose due to establishing additional tax liability along with interests and sanctions resulting from the penalties imposed by the Tax Office in relation to defectiveness of invoices that come from the supplier.

§ 11 SERVICES OUTSOURCED FOR ATEX Sp. z o.o.

The place where the services are provided is the seat of ATEX Sp. z o.o.

Value of the service is included in the order price and includes all cost connected with the services provided by the supplier, including cost of travel, accommodation, insurance of the supplier's personnel.

Supplier shall ensure personnel with required qualifications necessary to complete the order consistent with GTP ATEX Sp. z o.o. and ensuring timely completion of the accepted order.

Supplier shall be fully responsible for the damages caused as a result of the actions of his personnel, shall cooperate with ATEX Sp. z o.o. during order completion.

Supplier shall insure his employees during the completion order for ATEX Sp. z o.o. in his facility, for the duration of providing the service or order completion.

In particular, the supplier shall be responsible for the damages caused by his employees in the property of ATEX Sp. z o.o.

Supplier shall also be liable for the accident of his personnel, damage or destruction of the property of ATEX Sp. z o.o. and third party damages.

Supplier shall follow the rules in force in the facilities of ATEX Sp. z o.o. and mandatory H&S provisions.

Supplier declares that the services provided are performed according to his best knowledge, experience and content of the contract, and during 12 months as of the date of order completion, he shall immediately remove the fault (defect) at his own cost, which shall not limit remaining claims of ATEX Sp. z o.o. due to failure to perform or improper performance of the obligation against the supplier.

§ 12 FINAL PROVISIONS

To all matters not regulated by the General Terms of Purchase (GTP), appropriate provisions of Civil Code shall apply. Should any of the provisions of this contract fail to be consistent with law, valid or practicable, it shall not influence validity of the remaining provisions of this contract (GTP).

General Terms of Purchase (GTP) constitute an integral part of the order submitted to the supplier by ATEX Sp. z o.o.

Any amendments to the GTP shall be made in writing or otherwise null and void.

Without written consent of ATEX Sp. z o.o. supplier shall not be authorised to transfer the rights resulting from order completion to other person, in particular to assign receivables.

GTP come into force on 01.08.2014.