



General Terms and Conditions of Order Acknowledgement

1. General Terms and Conditions of Order Acknowledgement

The General Terms and Conditions of Order Acknowledgement specify the terms of the Agreement under which Opakmet sp. z o.o. sp.k. (Contractor) will deliver the items listed in the order.

2. Order Confirmation

Confirmation of acceptance of the order for execution by Opakmet sp. z o.o. sp. K. is made by sending a signed scan to the email address from which the order was sent, under pain of nullity.

This document supplements the Order Confirmation. In the event of any conflict between the contents of the Order Confirmation and the General Terms and Conditions, the terms and conditions contained in the Order Confirmation shall prevail.

Opakmet undertakes to deliver the products specified in the Order Confirmation in accordance with the delivery date specified in the Confirmation.

3. Pricing arrangements

3.1 Parties mutually agree that final amount of order constituting the price of contract execution shall be established on terms and conditions stated below, where the Purchaser allows the possibility of unilateral increase in price made by the contractor within the limits and on conditions stated in the hereby provisions.

3.2 Increase in the amount of order shall be made in case of increase in prices in the scope of material or transport costs in the period since the order has been accepted by the contractor till the order's execution.

3.3 By the increase in prices it shall be understood, respectively to the scope of costs, each increase in the scope of labor, whereas in case of material costs or transport, increase on the level of at least 5 %.

3.4 Comparison of prices shall be made by comparison of valid prices as on the date of order acceptance as well as on the date of its execution, with the reservation of clause 3.5.

3.5 If the order has been carried out after one year since order acceptance date, comparison of prices in the scope of labor cost is made by comparing prices valid as on the order acceptance date as well as after one year since order acceptance date.

3.6 Comparison of prices in the scope of material costs is made on the basis of monthly reports published on <http://www.meps.co.uk/> for the prices of steel at the area of Poland.

3.7 Comparison of prices in the scope of labor is made on the basis of average monthly gross salary in the enterprises' sector published by the Main Statistics Office.

3.8 Comparison of prices in the scope of transport is made on the basis of price index for transport services within monthly reports on goods and services' prices published by the Main Statistics Office.

3.9 In case at least 5 % increase in prices in the scope of material or transport costs has been stated



the amount of order is increased in a given scope of the per cent value of the increase in prices established as a result of comparison of prices between the order acceptance date and its execution date.

3.10 In case the increase in price has occurred in the scope of labor on any level, the amount of order is increased in the scope of labor costs of the per cent value of the increase in prices established as a result of comparison of prices as on the date of order acceptance as well as its execution date, not later than after one year since the order has been accepted.

3.11 Cost of order established in the above described way shall constitute the price due for the contractor.

4. Warranty

Opakmet provides a warranty for the products it produces for a period of 24 months from the date of delivery of the items covered by the order. The parties agree to fully exclude the warranty for defects in the sold item.

The warranty does not cover corrosion that may appear on carbon steel as a result of external conditions. The warranty does not cover damage caused by the user or improper storage of the item..

5. Complaints

Any complaints should be reported to the e-mail address complaints@opakmet.com.pl

Opakmet responds to the notification within 48 hours. Opakmet reserves the right not to accept complaints in the event of improper handling or improper storage of the product

Contractor will send the reasons and the immediate and systemic actions taken described in the 8D Opakmet report within 14 days. The Contractor will make every effort to remove reasonable defects as quickly as possible, but the time and method of repair is determined individually for each complaint by the Quality Assurance Department (DZJ). In case of doubt, it should be remembered that if the complaint is recognized as justified, the Contractor will first repair the subject of the order and only then - if the repair is ineffective - will it replace the repaired subject of the order with a new one free from defects. Replacing it with a defect-free item does not affect the warranty period.

The Contractor does not agree to incur additional costs related to the complaint; any costs must be agreed and accepted by DZJ before they are charged.

The Contractor does not agree for emergency production or substitute work to be initiated without knowledge and consent to such a solution.

6. FAI

The result of the FAI, inspection of the first item delivered by the Contractor as part of the order, will be send to the e-mail address agreed with the Contractor's technological department during product implementation.

7. Freezing period, changes to the order.

Any changes to the order will be sent by Purchaser to the designated account manager. The contractor will send information about the implementation of the revision and possible revision costs.



The Purchaser undertakes not to make any changes within 10 weeks before the order completion date.

8. Shipping

Shipment will be made according to the terms described in the order.

If the Purchaser has not provided the logistic specification, the products will be packed in accordance with the Opakmet General Packaging Instructions.

9. Final Provisions

Any disputes arising from discrepancies in the arrangements between the parties will be resolved amicably, matters that cannot be resolved amicably will be resolved by the Common Court having jurisdiction over the registered office of Opakmet sp. z o.o. sp. k.

Delay or failure by the Parties to fulfill the obligations of this Agreement shall not be considered a breach of the Agreement if such delay is caused by force majeure. Force majeure includes natural disasters, fires, strikes, government import and export bans, wars and other causes beyond the control of the Parties.



General Purchase Conditions

1. General Requirements

These General Terms and Conditions of Purchase apply to all orders placed by Opak-Met, hereinafter referred to as the "Purchaser", and concern the purchase or delivery of materials, raw materials, parts, products, devices or services (e.g. transport), respectively, hereinafter referred to as "goods". ", by the entity hereinafter referred to as the "Supplier".

The order number must be quoted on the invoice, WZ document, and all other documents related to the order.

Acceptance of each order should be confirmed in writing by the Supplier within 2 days from the date of its receipt. The lack of written Confirmation by the Supplier within the above-mentioned deadline will be treated by the Purchaser as acceptance of the order by the Supplier for execution on the terms specified in the order and in accordance with the General Terms and Conditions of Purchase.

Confirmation The order may be in electronic or written form.

If the Order Confirmation is inconsistent with the conditions specified in the order, Opak-Met has the right to accept the confirmation or cancel the order within 3 business days from the date of receipt of the Order Confirmation.

2. Code of Conduct

The Supplier undertakes to read and comply with the provisions of the Opakmet Code and its suppliers.

3. Delivery dates

Delivery dates are specified in the order and mean the date of delivery of the goods to the delivery place indicated in the order.

If there is a risk of meeting the delivery deadline, the Supplier is obliged to immediately provide in writing the expected period of delay and the reasons for its occurrence.

The Purchaser 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. At the same time, the Purchaser reserves the right to seek compensation from the Supplier for improper performance of the order in accordance with the general principles specified in the Civil Code and reimbursement of costs incurred for substitute performance of the order.

4. Delivery Terms

The ordered goods will be delivered by the Supplier to the place indicated in the order during the warehouse working hours specified in the order.

The supplier of goods or services will comply with health and safety regulations on the premises of Opakmet.



During delivery/loading, the supplier-carrier will move around the company's premises wearing safe footwear and a reflective vest. For violation of this point, a contractual penalty of PLN 250.00 will be charged.

The Purchaser has the right not to accept the ordered goods into the warehouse and send them back at the supplier's expense if any of the following documents are missing:

- transport document (WZ with the Purchaser's material index, waybill, delivery specification) or sales invoice

- material certificates 3.1 (applies to metallurgical materials and details made of metallurgical materials - unless otherwise specified in the order)

- relevant documents regarding the outsourced services:

- Milling, turning

- a) Measurement card of a detail from a batch

- b) Delivery note

- Galvanizing, tinning, anodizing, chromating, nickel plating, phosphating

- a) Measurement card of a detail from a batch

- b) Certificate / Declaration of Conformity

- c) Delivery note

- Bending

- a) Measurement card of a detail from a batch

- b) Delivery note

- Laser cut

- a) Delivery note

- Wet painting, powder coating

- a) Measurement card of a detail from a batch

- b) Delivery note

- c) Samples of the notch grid

- Finished production

- a) Material certificate 3.1

- b) Measurement card of a detail from the batch

- c) Delivery note

The documents should be delivered with the delivery or sent to atesty@opakmet.com.pl.



The supplier is liable for damages resulting from any delay, loss or damage caused by improper marking, packaging or identification of the shipment.

The Purchaser may return to the Supplier, at the Supplier's expense, any shipment delivered well before the delivery date or charge the Supplier with appropriate storage costs.

Liability for non-performance or improper performance of the order is established in the form of contractual penalties in the following cases and amounts. The Supplier pays the Purchaser contractual penalties:

- a) for withdrawal from the execution of the order by the Purchaser for reasons attributable to the Supplier or by the Supplier for reasons beyond the control of the Purchaser - in the amount of 25% of the value of the subject of the order;
- b) for exceeding the delivery deadline in the amount of 0.6% of the order value, for each day of exceedance, but not less than PLN 50 for each day of delay.
- c) for exceeding the deadline for complaint repair in the amount of 1% of the order value for each day of delay

The Purchaser has the right to deduct the accrued penalties from the Supplier's remuneration without his written consent.

If the Supplier is late in completing the subject of the order, the Purchaser may make a purchase from another supplier or complete the order on its own, at the Supplier's expense.

5. Price and Payment Terms

The price and payment terms are specified in the order.

The price is fixed and does not change for the entire order.

The payment deadline specified in the order is counted from the date of receipt of a correctly issued invoice. The basis for issuing an invoice and the condition for its payment is the delivery of complete and damage-free material together with the documents listed in point 3.1.

6. Warranties and Complaints

The Supplier guarantees to the Purchaser that the goods delivered under this order will comply with the specifications, drawings and any other requirements contained in the order and that they will be new, unused, of good quality, free from defects and faults. Due to the above, the Purchaser does not have to check the goods upon entering the warehouse.

If quality defects are found, the Purchaser is entitled to demand the removal of the identified inconsistencies, in the form of delivery of defect-free material or a reduction in the price of the material.

The Supplier is obliged to repair or replace the goods with defect-free ones within 5 days from the date of receipt of the complaint or otherwise if the Purchaser consents. Submitting a complaint by the Purchaser entitles him to withhold payment for the goods until the complaint is completely closed.



If the Purchaser decides that the Supplier is unable to repair or replace the defective goods within the required time, he has the right to repair the ordered goods himself or purchase them from another company. The costs incurred by the Purchaser for this purpose must be reimbursed by the supplier.

Additionally, the supplier bears the administrative costs of complaints in the amount of PLN 120 net.

If a complaint is received, the Supplier is obliged to take a position on the discrepancy received within 48 hours. If the complaint is accepted, the Purchaser requires the Supplier to send an 8D report within 5 business days. All costs related to non-compliance are included in the Complaint Protocol issued by the Quality Control Department.

7. Subject of the Delivery

The subject of the delivery must be made in accordance with the content of the order, applicable standards and regulations, for which the Supplier will provide the necessary documents, approvals and certificates together with the delivery of the purchased goods.

The Seller is obliged to notify Opakmet in writing about any planned change in the goods, as well as about any planned changes in the production of the Goods, at least 7 days before the introduction of the above-mentioned. changes. The Seller is obliged to obtain the written consent of the Purchaser to introduce any changes to the Goods or its production process. If changes are made without obtaining Opakmet's consent, the Purchaser will have the right to withdraw from the order.

The Supplier is obliged to notify Opakmet of any non-compliance of the goods with the Order no later than 10 days before delivery. The supplier is obliged to obtain written consent to deliver such goods. In the event of delivery of non-compliant goods, the Purchaser has the right not to accept such delivery

Before executing a NEW order, the Supplier is obliged to submit the first completed piece together with measurement protocols for inspection, and only after acceptance of the execution may it start further production.

In the case of the delivery of paints and adhesives - the Supplier is obliged to deliver them in controlled conditions, i.e. at appropriate temperatures, at which the products will not lose their properties and structure. The shelf life of wet paints and adhesives on the day of delivery cannot be shorter than 6 months, in the case of powder paints it cannot be shorter than 12 months, and at the same time, no more than 6 months have passed from the date of production of both paints and adhesives.

8. Confidentiality

All data and information obtained from Opakmet remain the property of the Purchaser and may be used by the Supplier only to complete the order. Upon Opakmet's request, all such data must be returned and copies deleted.

The Supplier must keep all data obtained from Opakmet in strict confidentiality and may not disclose it to third parties without the written consent of the Purchaser.



Opakmet Sp. z o.o. Sp. K.
Marcinkowskiego 110
88-100 Inowrocław, POLSKA

Rew. 3
7-11-2023

9. Final Provisions

These General Terms and Conditions of Purchase constitute an integral part of the order placed with the Supplier by the Purchaser. In case of contradictions or discrepancies, the content of the order shall prevail.

A representative of Opakmet has the right to audit its Suppliers and enter their company premises to check the correctness of the production process and compliance with the principles of the quality management system.

If the Parties have concluded an agreement containing regulations on the principles of placing and executing orders, in the event of a conflict between the provisions of the agreement and the General Terms and Conditions of Purchase, the provisions of this agreement shall apply.

In matters not regulated in the General Terms and Conditions of Purchase, the provisions of Polish law shall apply.