




**General Terms and Conditions of Order Acknowledgement, Rev. 2, 27.05.2019**

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 ordering party allows the possibility of unilateral increase in price made by the contractor within the limits and on conditions stated in the hereby provisions.
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. 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 %.
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 5.
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.
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.
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.
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.
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.
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.
11. Cost of order established in the above described way shall constitute the price due for the contractor.

*mgr inż. Tomasz Barański*

Prezes Zarządu Komplementariusz  
**OPAKMET**  
Spółka z ograniczoną odpowiedzialnością  
Spółka komandytowa

  
Tomasz BARAŃSKI, CEO  
Signature of responsible person

# General Purchase Conditions implemented by OPAKMET Sp. Z o.o. Sp. K

Valid from 08.11.2020r.

## 1) General Requirements

- a) Hereby these General Terms and Conditions of Purchase apply to all orders placed by Opak-Met, defined as the "Purchaser" and relate respectively to the purchase or delivery of materials, raw materials, parts, products or devices, referred as " the goods", by an entity called hereinafter "the Supplier".
- b) It is highly necessary to add order number on invoice, WZ documents and on all other documents which are associated with order.
- c) Acceptance of each order for processing should be confirmed in writing by the Supplier within 2 days of its receipt. Lack of written Confirmation by the Supplier within the above deadline will be treated by the Employer as the Supplier's acceptance of the order for implementation under the conditions specified in the order and in accordance with the General Terms of Purchase.
- d) It's allowed to prepare an Order confirmation in electronic form or paper.
- e) In case of confirmation which would be incompatibility with General Purchasing Conditions named in Order, Purchaser has a right during three days after receiving order confirmation to accept confirmation or reject order.

## 2) Terms of delivery

- a) Requested delivery date is marked on Order and means date of delivered goods on named place
- b) In case of possibility not delivery on time, Supplier is obligated to immediately give written new date of delivery and the reasons of delays.
- c) The Purchaser reserves a right to withdrawal from all or partial Order if it won't be realized on requested date named on Purchase Order without any duty to paid any compensation. At the same time, the Employer reserves the right to claim compensation from the Supplier for improper performance of the contract on the general principles set out in the Civil Code and reimbursement of costs incurred due to substitute performance of the contract.

### 3) Conditions of Delivery

- a) Ordered goods would be delivered by Supplier to place marked on Purchase Order taking into consideration open hours of warehouse.
- b) Purchaser has a right to not accept a delivery and send it back on Suppliers costs if some of below documents won't be attached to goods:
  - i) -Transport documents: WZ with material number, Waybill, Delivery Notes or Invoice. Material certificates 3,1 (applies to metallurgical materials and details made of metallurgical materials - unless the order specifies otherwise).
- c) Relevant documents regarding the services which was ordered:
  - i) Milling, Turning
    - (1) Measurement card of a batch part (2) Delivery note
  - ii) Zinc, galvanizing, anodizing, chromating, nickel plating, phosphating
    - (1) Measurement card of a batch part certificate / Declaration of conformity (2) Delivery note
  - iii) Bending
    - (1) Measurement card from a batch part b) WZ delivery (2) Delivery WZ
  - iv) Laser Cutting
    - (1) Delivery WZ
  - v) Wet Painting/Powder Painting
    - (1) Measurement card of part from
    - (2) WZ delivery
    - (3) Samples of incision grids
  - vi) Full made by Supplier
    - (1) Material approval 3.1
    - (2) Measurement card of the item from the batch (3) Delivery note
- d) The supplier is liable for damages resulting from any delay, loss or damage caused by improper labeling, packaging or shipping identification.
- e) The Purchaser may return to the Supplier at his expense any shipment delivered well before the delivery date or charge the Supplier with appropriate storage costs.

- f) Liability for non-performance or improper performance of the contract shall be established in the form of contractual penalties in the following cases and amounts:

The Supplier pays the Contracting Authority contractual penalties:

- i) for withdrawal from 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 contract;
- ii) for exceeding the delivery date in the amount of 0.6% of the order value, for each day of exceeding, however, not less than PLN 50 for each day of delay
- iii) for exceeding the set complaint repair period in the amount of 1% of the order value for each day of delay
- iv) The Purchaser has the right to deduct the penalties charged from the Supplier's remuneration without his written consent.
- v) In case of delays because of the Supplier, Purchaser has a right to buy the same parts in the other Supplier or realize an order by their own on Supplier costs.

#### 4) Prices and payments terms

- a) Price and payments terms are always added in Purchase Order
- b) The price is fixed and does not change for the whole order
- c) 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 a complete material without any damage, together with the documents listed in point 3.

#### 5) Guarantee and Complaints

- a) The Supplier guarantees the Purchaser that the goods delivered under this order will comply with the specifications, drawings and all other requirements contained in the order and that it will be new, unused, good quality, free from defects and defects. Therefore, the Purchaser does not have to check the goods at the entrance to the warehouse.
- b) In the event of quality defects, the Purchaser shall be entitled to request the removal of the identified non-compliance, in the form of delivery of material free of defects or reduction of the price of the material

- c) The Supplier is obliged to repair or exchange the goods for free from defects within 5 days from the date of receipt of the complaint or another if the Purchaser agrees. Filing a complaint by the Purchaser entitles him to withhold payment for the goods until the complaint is completely closed.
- d) If the Purchaser finds 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 to purchase it at another company. The costs incurred for this purpose by the Employer must be reimbursed by the supplier.
- e) Additionally, the supplier bears the administrative costs of complaints in the amount of PLN 120 net.
- f) If a complaint is received, the Supplier shall be obliged to take a position within 48 hours as to the non-compliance received. If the complaint is accepted, the Purchaser requires that within 5 working days the Supplier sends an 8D report.

All costs related to non-compliance are included in the Complaint Report issued by the Quality Control Department

## 6) Delivery Objects

- a) The object of 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, attestations and certificates along with the delivery of the purchased goods.
- b) The Supplier is obliged to notify Opakmet in writing of any planned change in the goods, as well as any planned changes in the production of the Goods at least 7 days before the introduction of the above changes. The Supplier is obliged to obtain the written consent of the Purchaser to introduce any changes to the Good or its production process. In the event of changes being made without the consent of Opakmet, the Purchaser will have the right to withdraw from the contract.
- c) 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 required to obtain written consent for the delivery of such goods. In the case of delivery of non-compliant goods, the Purchaser has the right not to accept such delivery
- d) Before the NEW order is made, the supplier is obliged to provide for inspection the first piece made with measurement reports and only after accepting the execution can start further production.
- e) In the case of the supply of paints and glues - the Supplier is obliged to provide them under controlled conditions, i.e. at appropriate temperatures at which the products will not lose their properties and structure. The expiry date of wet paints and glues for use on the day of

delivery may not be less than six months, in case of powder paints may not be less than twelve months, and simultaneously not more than 6 months may elapse from the production date of both paints and glues.

### **7) Confidential**

- a) All data and information received from Purchaser are property of Opakmet and could be used by Supplier only for realization of order. Upon request of Opakmet, all such data needs to be returned and all copies thereof have to be deleted.
- b) The Supplier must keep all data obtained from the Opakmet company strictly confidential and may not disclose them to third parties without the written consent of the Ordering Party.

### **8) Final Provisions**

- a) These General Purchase Conditions constitute an integral part of the order placed with the Supplier by the Purchaser. In the event of a contradiction or discrepancy, the content of the order is decisive.
- b) A representative of the Opakmet company has the right to audit its Suppliers and enter their company's premises in order to verify the correctness of the production process and compliance with the principles of the quality management system.
- c) If the Parties have concluded a contract with each other containing regulations for the rules for placing and executing orders, in the event of a conflict between the provisions of the contract and the General Terms of Purchase, the provisions of this contract shall apply.
- d) In matters not covered by the General Terms and Conditions of Purchase, the provisions of Polish law shall apply.