

GENERAL TERMS OF PURCHASING GOODS AND SERVICES BY KUBARA LAMINA S.A.

1. DEFINITIONS

- 1.1. **KL** - stands for Kubara Lamina S.A.
- 1.2. **GTP** – stands for General Terms of Purchasing used by KL;
- 1.3. **Goods** – stands for all purchased goods ordered by Buyer;
- 1.4. **Buyer** – stands for Kubara Lamina S.A. being Ordering Party.
- 1.5. **Vendor** – stands for any foreign or domestic subject/person performing sales of materials for Buyer.
- 1.6. **Purchase Order** – written Purchase Order placed by Buyer, signed by authorized representative of Buyer.

2. GENERAL RESOLUTIONS

- 2.1. The present terms and conditions of purchasing goods (further called GTP) along with purchase order represent uniform contract. Any changes to GTP require written agreement of both parties involved. All additions published by supplier in commerce documents (purchase orders, invoices, freight bills) contrary to GTP or not agreed in writing with Buyer are treated as not reserved. GTP are available on the website. GTP are disclosed for notice and acceptance by Vendor on the website: www.kubaralamina.com

3. CONCLUDING AGREEMENT

- 3.1. Buyer places Purchase Order to Vendor in which are stated:
 - a) Goods;
 - b) deadline for which Buyer is bound by Purchase Order;
 - c) price;
 - d) measurements and quantities
 - e) date for finishing Purchase Order
- 3.2. Concluding AGREEMENT transpires through:
 - a) admission of Purchase Order without objections from Vendor per written acceptance of Purchase Order and sending signed Purchase Order on date appointed by Buyer in Purchase Order;
 - b) Buyers written acceptance of statement from Vendor, regarding accepting Purchase Order with changes, made by Vendor in writing within due time bound by Purchase Order;
 - c) performing negotiations in the subject of Purchase Order , when all Parties involved are willing to do so and reach agreement regarding all terms of Contract.
3. Implied acceptance of agreement is excluded.
4. Correspondence regarding to concluding Agreement or negotiating its conditions can be conducted via e-mail, however to consider that Agreement has been concluded other Side must receive in due time Agreement signed by authorized representatives of both Sides.

4. CONFIRMING AND PLACING PURCHASE ORDER



- 4.1. Vendor is obliged to confirm Purchase Order via e-mail or fax in 3 days time since receiving. Confirming Purchase Order means accepting GTP.
- 4.2. Lack of written Purchase Order confirmation by Vendor in due time will be treated by Buyer as implied acceptance from Vendor to realise Purchase Order on terms agreed upon in Purchase Order and according to GTP.
- 4.3. In case when Confirmation will be incompatible with terms of Purchase Order, KL reserves right to re-confirm acceptance of Purchase Order on terms changed by Vendor within 4 work days time. New corrected Purchase order can be sent from KL via e-mail or fax.
- 4.4. Purchase Order number has to be written on invoice and all documents concerning Purchase Order.
- 4.5. In case of data incompatibility between Purchase Order placed by KL and Vendors invoice, data from Purchase Order will be deemed correct.
- 4.6. Vendor is obliged to keep confirmed date of goods delivery or to carry out service on time.
- 4.7. In case when Vendor cannot fulfill confirmed Purchase order – in part or in its entirety, or in case when Vendor cannot follow through with delivery date, Vendor is obliged to immediately inform Buyer about it.

5. DEADLINE AND TERMS OF DELIVERY/RECEIPT

- 5.1. Delivery date is provided on the Purchase Order and means delivery of goods at the address provided in Purchase Order by Buyer.
- 5.2. Place of delivery is KL premises, address : ul. Puławska 34; 05-500 Piaseczno.
- 5.3. Vendor is obliged to immediately and directly inform Buyer about any delays in delivery. Statement explaining delay of delivery or realising delivery in later date can be base for KL to resign from Purchase Order.
- 5.4. Vendor is obliged to inform KL about Goods readiness for shipment via fax or e-mail at least 1 work day before planned delivery date. In case when Goods are incompatible Vendor will inform KL about situation, if KL agrees to receive those Goods Vendor will negotiate terms of this delivery.
- 5.5. Conditions on which KL will receive delivery are:
 - a. Providing invoice, certificate of conformance and compliance, transport documents i.e freight bill adequate to type of transport with included specific information regarding sent (ordered) Goods, quantity and total value along with all necessary test results, certificates and warranty.
 - b. Vendor is obliged to put Purchase Order number on all shipping documents.
- 5.6. Invoice should be delivered along with Goods or in other way that enables KL to receive Invoice before shipment arrives to KL.
- 5.7. Goods should be checked by Buyer immediately after receipt, however if type of Goods makes it impossible to check (due to type of material or necessity to store in original packaging) receipt will be made at later date agreed upon in Purchase Order.
- 5.8. When receiving in delivered Goods to warehouse KL employee will perform Quantity Control and entry Quality Control –check transport effects, by comparing shipment compatibility with shipping documents and state of shipment by outside inspection.
- 4.8. In case when quantity of Goods (provided on collective packaging) will not be compatible with shipping documents or if delivered Goods will be visibly damaged, KL employee will note that incompatibility on shipping documents.
- 4.9. In case when delivery will not be compatible in regards to quantity or quality from Purchase Order, KL will inform Vendor in writing, fax or e-mail. Vendor is obliged to deliver (on

- his/her own expense) missing parts, replace deficient Goods with new compatible Goods or fulfill other formalities (invoice correction) in 5 work days time since notification from KL.
- 4.10 Delivery of ordered Goods is considered complete when compatible Goods are received by KL in set destination. If these terms are not met, KL isn't responsible for delay in receiving delivery and date of payment.
- 4.11 Goods deliveries are received in KL warehouse during opening hours 7:00 – 15:00. KL can receive delivery outside of opening hours if it was agreed upon between KL and Vendor prior to delivery.
- 4.12 In case of import Vendor is obliged to provide to Buyer:
- a. All original documents required for import.

6. PRICE AND TERMS OF PAYMENT

- 6.1. Prices provided in Purchase Order are set and not subjected to change, they include Goods delivered to set destination at the cost of the party to the legal relationship indicated in Purchase Order.
- 6.2. Payment for delivery will be made after receiving correct VAT invoices at date provided on Purchase Order.
- 6.3. All Vendor invoices must include necessary data regarding VAT taxes and Purchase Order number. Invoices without provided Purchase Order will be deemed incorrect and no base for payment.
- 6.4. Payments will be made by Buyer in form of money transfer to account provided by Vendor on invoice at date agreed upon in Purchase Order if delivered Goods and invoices are compatible with Purchase Order.
- 6.5. Deliverer puts up invoice for Vendor in electronic form and sends them via e-mail to logistyka@kubaralamina.com ; ksiegowosc@kubaralamina.com ; in PDF format. Ordering Party accepts PDF invoices generated directly from MS WORD, MS EXCEL. Ordering Party doesn't accept scanned version of invoice from paper document. In case when Vendor doesn't comply with above terms, Vendor has right to put on invoice in paper version and send it to adress: KUBARA LAMINA S.A., ul. Puławska 34, 05-500 Piaseczno.
- 6.6. If invoice payment date is set on Saturday or off day, date of payment will be moved to next work day.
- 6.7. Ordering Party is stated as active tax payer, and is entitled to receive invoices. By accepting Purchase Order Vendor states, that at date on which Purchase Order is received he/she is active tax payer and therefore entitled to receiving invoices. In case of tax status change within date of Purchase Order realisation and settlement, Supplier is obliged to inform Ordering Party about that change within 7 days time.
- 6.8. Invoice should be put on according to obligatory laws and must include:
- a. date and Purchase Order number;
 - b. quantity and individual prices of Goods;
 - c. terms and date of payment according to Purchase Order;
 - d. taxpayer identification number
 - e. detailed information on invoice regarding advance payments made by Buyer
 - f. information about the prohibition on assignment of receivables in the contract

7. WARRANTY



- 7.1. Vendor provides 24 months warranty for delivered Goods to Buyer (unless it's been otherwise agreed upon in Purchase Order)
- 7.2. Vendor guarantees, that technical specifications of Goods fits KL requirements set in Purchase Order and, that Goods will be free of defects which would preclude KL from failure-free use of Goods (within warranty period).
- 7.3. Liability due to warranty is in accordance with Civil Code regulations.
- 7.4. Under warranty Supplier is obliged to exchange (free of charge) defective Goods for Goods that are not defective or to remove defects (free of charge) within 15 work days (if other date wasn't appointed in Purchase Order) since notifying Supplier about defects.
- 7.5. Vendor will take all necessary steps to ensure exchange or repairing defective Goods at his/her own expense with due diligence. Vendor is obliged to remove defects or exchange defective Goods for Goods without defects within 14 work days since KL sends notification regarding defects.
- 7.6. In case when Vendor doesn't remove defects in due date, Buyer can remove defects in place of Vendor at his/her expense, after written notification of Vendor. Terms above doesn't infringe Buyers right in regards to contractual penalties, supplementary compensation and withholding payment of Vendors invoices, it also doesn't release Vendor from liability under the warranty.
- 7.7. In case of exchanging defective Goods for new, warranty period is extended for time since notifying about defective Goods to defects are removed.

8. CONTRACTUAL PENALTIES

- 8.1. Vendor will pay contractual penalties to Buyer for failed or incorrectly made Purchase Orders, according to below terms:
 - a. Due to non-performance of Purchase Order, in case of partial or full withdrawal from Purchase Order by Buyer, if withdrawal was made for reasons on Vendors side – contractual penalty of 10% brutto price indicated in Purchase Order;
 - b. For delay in execution of Purchase Order- contractual penalty of 0.2% brutto price for every started day of delay, up to 10% brutto price indicated in Purchase;
 - c. For delay in removal of defects identified upon receipt or within warranty period - contractual penalty of 0.3% brutto price for every started day of delay relative to indicated date of defects removal;
 - d. For infringement of safety regulations during provision of services by Vendor, Vendors employees, Vendors subcontractors and persons providing work or services on the basis of another legal relationship – contractual penalty of 1000.00 zł of every violation found;
 - e. In case of infringement of confidentiality obligation – contractual penalty of 50.000 zł for every violation.
- 8.2. All above reserved contractual penalties are independent and Buyer have right to claim each one independently of others, as well as cumulatively charge those penalties, charges are justified according to Purchase Order evidence.
- 8.3. Contractual penalty charges can be deducted from price indicated in Purchase Order. Vendor agrees to contractual penalty deduction from price due Vendor without separate statement from Buyer about deduction.
- 8.4. Buyer reserves right to supplementary compensation, transferring due amount of any contractual penalty, to the amount of damage.

9. CONFIDENTIALITY

- 9.1. Any informations resulting directly from these General Terms of Purchasing, as well as informations obtained by Vendor in conjunction with implementation of Purchase Order, including particularly any organizational, trade and technical information related to Buyer not disclosed to public, will be considered confidential and as such will not be disclosed to third parties. This commitment does not include situations in which obligation to provide information results from mandatory provisions of law.
- 9.2. In particular Vendor commits to treat as confidential : informations regarding volume of trade, applicable prices, discounts, product specification, Logistics agreement, technological data, under threat of withdrawal from Purchase Order by Buyer for reasons related to Vendor.
- 9.3. Buyer states, that he/she will not use confidential information other then for purpose of implementation Purchase Orders and that, he/she will provide due protection appropriate to its confidential character. Commitment to keep information confidential remains in effect after realization of Purchase Order and can only be repealed with written consent of the Buyer, under the threat of invalidity.

10. DISPUTABLE MATTERS

- 10.1. Parties decide, that in all disputable matters resulting or likely to arise between Vendor and KL against the background of these GTP, Purchase Orders or in conjunction with its realization sole jurisdiction is vested in Polish courts and only the provisions of Polish law apply.
- 10.2. Disputes likely to arise from Purchase Order, Parties will settle in amicable way first. In the event of failure to achieve agreement within 30 calendar days from the occurrence of one of the Parties to the other Party, requesting an amicable settlement of the dispute.

11. FINAL PROVISIONS

- 11.1. Without prior written permission from Buyer, Vendor is not authorized to transfer to another person or to encumber the rights resulting from Purchase Order.
- 11.2. These GTP are integral part of Purchase Order placed to Vendor by Buyer. In the event of a conflict or discrepancy, the content of the Order is decisive.
- 11.3. All changes and additions to GTP must be made in writing under threat of invalidity.
- 11.4. Vendor is obliged to indefinitely preserve strict confidentiality of all information, data, documents, notes and records indefinitely (regardless of data carrier), in which possession will come in with implementation of Purchase Order.
- 11.5. These GTP enter into force on