

1. These General Terms and Conditions of Purchase (hereinafter referred to as the "Terms and Conditions") shall apply to the supply of goods and services to the Barlinek Group Companies, i.e. **Barlinek SA, Barlinek Inwestycje Sp. z o.o., TOV Barlinek Invest, S.C. Barlinek Romania SA** respectively (hereinafter referred to as the "Goods" or "Services" and "Barlinek Group Company" respectively) by the Supplier on the basis of an Order. The Terms and Conditions shall not apply in whole or in part respectively if the Supplier and the Barlinek Group Company have concluded a separate Contract for the Supply of Goods or Provision of Services, in which they have excluded the application of the Terms and Conditions. Unless the Parties agree otherwise, provisions set out in these Terms and Conditions concerning the supply of Goods shall apply respectively to the Supplier's provision of services, sales or performance of works (work) for the Barlinek Group Company.
2. The Supplier shall be obliged to include the Order number, a description of the Goods supplied and their destination on all documents, specifications, packaging and invoices. The Goods must be accompanied by the necessary shipping documents and other information on delivery or performance place, descriptions of the Goods, and the manufacturer name, as required by the provisions of law.
3. The Goods shall be delivered to the place specified in the Order at the Supplier's expense and risk, unless the Parties have agreed otherwise. Delivery shall be deemed to have taken place at the moment when the Goods have been accepted in writing by the Barlinek Group Company or its authorised representative by signing the Acceptance Report, Delivery Report or performance of Service respectively.
4. Unless the Parties have agreed otherwise, the price shall include all costs of delivery and packaging. The basis for issuing an invoice shall be the confirmation of delivery of Goods or performance of Service, together with provision of the documents required under the Order to the Ordering Party.
5. i) "Payment Term" shall be defined in the Order as the number of days from the date of delivery of the invoice or bill to the Barlinek Group Company, confirming the delivery of Goods or performance of the Service.  
ii) The Payment Term for Barlinek SA is: the sum of the number of days specified in the Order, counting from the date of delivery of invoice or bill confirming the delivery of Goods or provision of the Service and the days from that term until the nearest Thursday or the nearest working day following that Thursday (if Thursday is a public holiday) as the payment execution date, provided that for Suppliers who are micro, small or medium enterprises within the meaning of Appendix I to the Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ EU L 187 of 26/06/2014, p. 1, as amended). The Payment Term shall not exceed 60 days from the date of delivery of an invoice or bill confirming the delivery of the Goods or performance of the Service.\*  
iii) The Payment Term for Barlinek Inwestycje Sp. z o.o. is: the sum of the number of days specified in the Order, counting from the date of delivery of invoice or bill confirming the delivery of Goods or provision of the Service and the days from that term until the nearest Wednesday or the nearest working day following that Wednesday (if Wednesday is a public holiday) as the payment execution date, provided that for Suppliers who are micro, small or medium enterprises within the meaning of Appendix I to the Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ EU L 187 of 26/06/2014, p. 1, as amended). The Payment Term shall not exceed 60 days from the date of delivery of an invoice or bill confirming the delivery of the Goods or performance of the Service.\*
6. The Supplier guarantees that the quality, quantity and description of the Goods or Services shall correspond to the Order. Any changes to the Order shall be effective only upon prior written agreement with the Supplier. The Supplier guarantees that the Goods supplied are free from physical and legal defects and have been manufactured in accordance with the specifications which were provided to the Supplier by the Barlinek Group Company, as well as with all the applicable provisions of law and standards in force in the country where the Barlinek Group Company has its registered office (insofar as the standards are not modified by the Barlinek Group Company Specifications or its Order).
7. Machines, equipment, sub-assemblies and safety components delivered by the Supplier must have the EU declaration of conformity (in Polish) for a given product with specific standards and directives which the product complies with, a permanent CE mark (does not apply to safety components) and operation and maintenance documentation drawn up in the official language of the country where the Barlinek Group Company has its registered office.
8. The Barlinek Group Company shall have the right to refuse to accept the Goods or accept performance of Services if they are provided: a) at a date other than that specified in the Order; b) in quantities other than those specified in the Order; c) with quality or in packaging which does not correspond to the provisions of the Order or Terms and Conditions. Refusal to accept the Goods or accept performance of Services does not exclude the right of the Barlinek Group Company to assert claims for non-performance or improper performance of obligations or the right to withdraw from the contract, which right the Barlinek Group Company can exercise within 90 days of the date on which the grounds for withdrawal arose, in particular the expiry of the deadline for delivery of the Goods or performance of the Service.
9. In the event of breach of any of the provisions of the Order, the delivery costs associated with the return of the Goods shall be borne by the Supplier.
10. The Supplier undertakes not to disclose any information concerning the business conducted by the Barlinek Group Company or any of its associated companies and not to use it for purposes other than performance of the Order. These obligations shall remain valid after the execution of the Order or termination of the contract. If the Supplier becomes obliged by mandatory provisions of law or the request of the Authorities to disclose any information concerning the business conducted by the Barlinek Group Company or any of its associated companies, it shall notify the Barlinek Group Company and shall cooperate with the Barlinek Group Company in order to eliminate or minimise the negative effects of disclosing such information.
11. The Supplier shall pay the Barlinek Group Company compensation for any damage resulting from the breach of the provisions of the Order and Terms and Conditions, including compensation for product (Goods, Service) liability and shall repair any damage caused in connection with or during the Order execution.
12. In the event of failure to meet the Order completion deadline, the Supplier shall pay a contractual penalty to the Ordering Party in the amount of 1% of the remuneration amount specified in the Order, for each commenced day of delay in its completion. This shall not exclude the Supplier's liability under general principles.

13. The Supplier hereby authorises the Ordering Party to deduct the contractual penalties due to the Ordering Party from the amount of remuneration due to it.
14. The Supplier guarantees that the delivery of the Goods, their possession or any use thereof as well as the performance of the Services are not in breach of any third party rights. The Supplier shall immediately pay compensation to the Barlinek Group Company for damage relating to claims raised by a third party.
15. Unless the Parties expressly agree otherwise, all industrial property rights or the author's economic rights to the manufactured or supplied Goods, the design or compilation prepared for the Barlinek Group Company under the Order shall be vested in the Barlinek Group Company, while the Supplier, within the limits permitted by the applicable law, shall undertake all actions necessary to transfer these rights to the Barlinek Group Company.
16. The Barlinek Group Company may terminate the Order/withdraw from the Order in writing with immediate effect in the event of the Supplier's material breach of the Order or the Terms and Conditions. The Barlinek Group Company can exercise the right to withdraw within 90 days from the date the grounds for withdrawal arose.
17. The Supplier shall grant the Barlinek Group Company a 24-month quality warranty for the manufactured or supplied Goods or Services. The deadline for removal of the defects found during the warranty period shall be 10 days from the date of notification. Notification can be submitted electronically - by e-mail or by fax.
18. Transfer of receivables to a third party cannot take place without the consent of the Barlinek Group Company.
19. The Order and the Terms and Conditions are subject to the law of the country where the Barlinek Group Company has its registered office. Any disputes connected with the Order and the Terms and Conditions shall be resolved by a court with jurisdiction over the registered office of the Barlinek Group Company which placed the Order in question.
20. Any amendments and supplements to the Order and the Terms and Conditions shall not be valid unless made in writing.

\*concerns commercial transactions to which entrepreneurs from the Member States of the European Union, the Member States of the European Free Trade Association (EFTA) - parties to the Agreement on the European Economic Area or the Swiss Confederation, are parties.