

1. These General Terms and Conditions of Purchase (hereinafter referred to as the "Terms and Conditions") shall apply to the provision of goods and services to Barlinek Group Companies, i.e. respectively **Barlinek SA, Barlinek Inwestycje Sp. z o. o., TOV Barlinek Invest, S.C. Barlinek Romania SA** (hereinafter referred to as "Goods" or "Services" and "Barlinek Group Company", respectively) by the Supplier in accordance with a Purchase Order. The Terms and Conditions shall not apply, as appropriate, in whole or in part, in the event that the Supplier and a Barlinek Group Company have entered into a separate Agreement for the Supply of Goods or Provision of Services, in which they have excluded the application of the Terms and Conditions. Unless the Parties decide otherwise, the provisions stipulated in the present Terms and Conditions concerning the supply of Goods shall apply as appropriate to the provision of services, sales or work carried out for a Barlinek Group Company by the Supplier.
2. The Supplier shall include the Purchase Order number, a description of the goods provided and their intended destination on all documents, specifications, packaging and invoices. The Goods must be accompanied by the necessary shipping documents and other descriptions of the Goods, as required by the regulations applicable at the place of delivery or performance, as well as the manufacturer's name.
3. The Goods shall be delivered to the place specified in the Purchase Order at the Supplier's cost and risk, unless the Parties have agreed otherwise. The delivery shall be deemed completed when the Goods are accepted in writing by a Barlinek Group Company or its authorized representative by signing the Acceptance, Delivery or Service Completion Report, as appropriate.
4. Unless the Parties have agreed otherwise, the price shall include the entire cost of the delivery and packaging. An invoice may be issued only upon the confirmation of the delivery of the Goods or the performance of the Service and the provision of the documents required in the Purchase Order to the Buyer.
5. (i) "Payment Time Limit" is specified in the Purchase Order as the number of days from the date of delivery of the invoice or bill confirming the delivery of the Goods or the performance of the Service to a Barlinek Group Company.  
(ii) The Payment Time Limit for Barlinek SA shall be: the sum of days specified in the Purchase Order from the date of delivery of the invoice or bill confirming the delivery of the Goods or the performance of the Service and the days from that date until the following Thursday or the next working day after that Thursday (if Thursday is a statutory holiday) as the date of payment, with the proviso that for Suppliers who are micro, small or medium-sized enterprises within the meaning of Annex I to 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 L 187 of 26/06/2014, p. 1, as amended), the payment period may not exceed 60 days from the date of delivery of the invoice or bill confirming the delivery of the Goods or the performance of the Service.\*  
(iii) The Payment Time Limit for Barlinek Inwestycje Sp. z o.o. shall be: the sum of days specified in the Purchase Order from the date of delivery of the invoice or bill confirming the delivery of the Goods or the performance of the Service and the days from that date until the following Wednesday or the next working day after that Wednesday (if Wednesday is a statutory holiday) as the date of payment, with the proviso that for Suppliers who are micro, small or medium-sized enterprises within the meaning of Annex I to 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 L 187 of 26/06/2014, p. 1, as amended), the payment period may not exceed 60 days from the date of delivery of the invoice or bill confirming the delivery of the Goods or the performance of the Service.\*
6. The Supplier guarantees that the quality, quantity and description of the Goods or Services correspond to the Purchase Order. Any changes to the Purchase Order shall only be effective after prior written agreement with the Supplier. The Supplier guarantees that the Goods delivered are free from physical or legal defects and have been produced according to the specifications presented by a Barlinek Group Company to the Supplier as well as all applicable legislation and standards in force in the country of domicile of a Barlinek Group Company (insofar as such standards are not modified by the Specifications of a Barlinek Group Company or its Purchase Order).
7. Machinery, equipment, subassemblies and safety elements supplied by the Supplier must have an EU certificate of conformity (in Polish) for the given product, stipulating the standards and directives fulfilled by the product, permanently marked with the CE symbol (does not apply to safety elements) and an operation and maintenance manual written in the official language of the country which is the seat of the Barlinek Group Company.
8. A Barlinek Group Company shall have the right to refuse to receive the Goods or to accept the Services if they are delivered: (a) on a date other than the date specified in the Purchase Order; (b) in quantities other than the quantity specified in the Purchase Order; (c) in quality or packaging not corresponding to the provisions of the Purchase Order or the Terms and Conditions. The refusal to receive the Goods and or accept the Services shall not exclude the Barlinek Group Company's right to claims for non-performance or improper performance of the obligation as well as the right to withdraw from the contract, which the Barlinek Group Company may exercise within 90 days from the date of the occurrence of the basis for withdrawal, in particular the expiry of the deadline for the delivery of the Goods or the performance of the Service.
9. In the event that any of the provisions of the Purchase Order is breached, the delivery costs associated with the return of the Goods shall be borne by the Supplier.
10. The Supplier shall not disclose any information concerning the business conducted by a Barlinek Group Company or any of the companies affiliated with it, and shall not use it for purposes other than completion of the Purchase Order. These obligations also apply after the Purchase Order has been completed or the Contract has been discontinued. If the Supplier is obliged pursuant to the mandatory provisions of law or the request of a Administrative Body to reveal any information concerning the business conducted by a Barlinek Group Company or any of the companies affiliated with it, it shall inform the said Barlinek Group Company of this and collaborate with the Barlinek Group Company in order to prevent or minimise the negative effects of the disclosure of such information.
11. The Supplier shall pay a Barlinek Group Company compensation for any damage resulting from breach of the provisions of the Purchase Order and the Terms and Conditions, including product liability claims (Goods, Service) as well as repair any damage caused in connection with or during the implementation of the Purchase Order.
12. The Supplier shall pay the Buyer a contractual penalty in the event of failure to meet the deadline for the completion of the Purchase Order in the amount of 1% of the remuneration specified in the Purchase Order for each commenced day of delay in its implementation. The foregoing shall not exclude the Supplier's liability under the generally applicable law.
13. The Supplier hereby authorizes the Buyer to deduct the contractual penalties due to the Buyer from the amount of remuneration due to the Supplier.

14. The Supplier guarantees that the delivery of the Goods, their possession or any use as well as the performance of the Services do not infringe the rights of third parties. The Supplier shall immediately pay a Barlinek Group Company compensation for damage resulting from the claims submitted by a third party.
15. Unless the parties expressly agree otherwise, all industrial property rights or copyrights to the manufactured or delivered Goods, design or study prepared for a Barlinek Group Company under the Purchase Order shall be vested with that Barlinek Group Company, and the Supplier, within the limits permitted by applicable law, shall take all the steps necessary to transfer these rights to the Barlinek Group Company.
16. A Barlinek Group Company may cancel a Purchase Order/ withdraw from a Purchase Order in writing with immediate effect in the event of a material breach of the Purchase Order or the Terms and Conditions by the Supplier. A Barlinek Group Company may exercise this right within 90 days from the date of the occurrence of the basis for withdrawal.
17. The Supplier shall provide a Barlinek Group Company with a 24-month quality guarantee for the manufactured or delivered Goods or Services. The time for remove defects during the warranty period is 10 days from when they are reported. They may be reported by electronic forms of communication - email or fax.
18. Liabilities may not be transferred to third parties without the consent of a Barlinek Group Company.
19. The Supplier represents and warrants that:
  - a) no economic sanctions have been imposed on the Supplier (including any member of its management or supervisory bodies or proxies) or any entity related to the Supplier by virtue of capital ties, directly or indirectly (including any member of the management or supervisory bodies or proxies of such a related entity) by the European Union, the Republic of Poland, the United States, the United Nations and the United Kingdom;
  - b) Products sold by the Supplier to the Buyer are not subject to any national or international sanctions, in particular economic sanctions of the United Nations, the European Union, the United Kingdom and the United States;
  - c) Products sold by the Supplier to the Buyer do not originate from countries or regions subject to any national or international sanctions, in particular economic sanctions of the United Nations, the European Union, the United Kingdom and the United States;
  - d) The Supplier, directly or indirectly, does not purchase any products or use services used in the supply of products or the provision of services to the Buyer from an entity on which any national or international sanctions have been imposed, in particular economic sanctions of the United Nations, the European Union, the United Kingdom and the United States;
  - e) The Supplier does not otherwise act in violation of any national or international sanctions, including but not limited to the economic sanctions of the United Nations, the European Union, the United Kingdom and the United States.
20. A Barlinek Group Company may terminate this Agreement with immediate effect upon written notice in the event that the Supplier is breach any of the representations made in section 19 above.
21. The Supplier declares that he is aware of and accepts the legal consequences of the information and statements contained in the agreement, the consequences of providing deliberately false or incomplete information, and acknowledges that the occurrence or occurrence in the future of any factual or legal circumstances that could cause any violation of the law or decision referred to in this agreement, or cause any sanctions may result in immediate termination of cooperation without the Suppliers right to pursue any claims due to termination of cooperation (waiver of claims). At the same time, should any of the statements contained in this agreement become inaccurate, the Supplier will immediately notify of such circumstances and will take all necessary and appropriate steps to ensure continued compliance with all obligations and prohibitions arising from applicable sanction regulations.
22. The Contractor undertakes to:
  - a) comply with the UN Universal Declaration of Human Rights and the Convention on the Rights of the Child,
  - b) not to purchase products, materials or services that have been created with the help of child labour, forced labour or other form of illegal exploitation of people.
23. The Purchase Order and the Terms and Conditions are subject to the law of the country of domicile of a Barlinek Group Company. Any and all disputes related to the Purchase Order and the Terms and Conditions shall be settled by a court competent for the domicile of a Barlinek Group Company submitting a particular Purchase Order.
24. Any changes or additions to the Purchase Order and the present Terms and Conditions must be made in writing, or otherwise, shall be void.

\* applies to commercial transactions to which the parties are entrepreneurs from European Union member states, European Free Trade Association (EFTA) member states - parties to the agreement on the European Economic Area or the Swiss Confederation