

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### SCOPE OF APPLICATION

These General Terms and Conditions of Purchase are the sole basis for the orders and contracts made by Politan Sp. z o.o. SKA. The Supplier's Trade Terms or any references to them are not binding also in the case where there have been no clear objections. No rules and conditions contained in order confirmations, previous offers and other documents issued by the Supplier will be binding for the Ordering Party, even if they have not been clearly rejected. The general conditions are subject to change, modification, and some of them may be excluded from use by the Ordering Party in the Orders made by them of the Supplier, or attachments to Orders defined as Detailed Order Conditions, further referred to as Detailed Conditions. The Detailed Conditions are binding only in the case of a specific order and can under no circumstances be treated by the Supplier as applying to future orders made by the Ordering Party.

### ORDERS

1. The parameters defined in the Ordering Party's Order and accepted by the Supplier are binding for both parties.
2. The Supplier is obliged to confirm, in writing, that the order has been, on defined terms, accepted for execution via e-mail to [dzial\\_logistyka@politan](mailto:dzial_logistyka@politan) within the deadline of 48 hours since receiving the order. Confirmation of the order is equivalent to accepting the General Terms and Conditions of Purchase.
3. A lack of confirmation of the order or the proposition to change the conditions of the order within 48 hours since delivering the order to the Supplier is equivalent to accepting the order for issue by the Supplier on the conditions established in the order and General Terms and Conditions of Purchase.

### EXECUTION AND DELIVERY OF THE ORDER

1. The order is executed on the basis of the order made by the Ordering Party on the established Incoterms conditions relevant at the time of the delivery of the goods.
2. The Supplier is obliged to deliver the goods to the place indicated on the order and in amounts determined in the order along with the Stock Issue Confirmation document.
3. The SIC document must contain the Ordering Party's trade index, the quantity of the delivered goods, the unit of measurement as in the order and the Ordering Party's order number.
4. The delivered goods must be labeled correctly, ie. on each collective packaging there has to be label that contains: name of the goods, Ordering Party's trade index, name of the manufacturer/supplier, batch number, the quantity and unit of measure, and the expiration date of the goods if required.
5. The deliveries are accepted at the Ordering Party's warehouse during the working hours of specific warehouses after prior notification of delivery and settling a delivery time.
6. Failure to meet the accepted conditions or the delivery times entitle the Ordering Party to withdraw from the contract and demand compensation in case of sustaining damage. Such a decision will be passed to the Supplier in written form and will be effective immediately.



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Kapitał: 6 200 000 zł opłacony w całości  
Sąd Rejonowy w Gliwicach X  
Wydział Gospodarczy Krajowego  
Rejestru Sądowego

## DELIVERY DOCUMENTS

For delivery when trading goods with:

a) A European Union country supplier, the following must be delivered:

- Dispatch document
- Certificate of delivery SIC document
- Waybill (CMR, CIM)

b) A third country supplier, The following must be delivered:

- as above
- Documents essential for clearance
- Document certifying preferential customs

## SETTLEMENT OF LOGISTIC CARRIERS

1. The Ordering Party only permits deliveries on carriers approved for use in high bay warehouses for Euro pallets assuming that maximum gross weight of the goods and the carrier is 1200 kg and assuming that maximum total height for one carrier is 180 cm. Exceptions are made for goods for which it has been agreed other requirements which is stated in a Product/Material Quality Card.

2. Only specialist carriers of the Supplier marked as returnable carriers by the Supplier (Euro pallets not included) and approved by the Ordering Party are acceptable returnable carriers.

3. The standard Euro pallet with a required quality defined in the Pallet Eligibility Form is an acceptable carrier.

4. All other logistic carriers are treated as non-returnable. Disposal of these carriers is the responsibility of the Ordering Party.

5. All returnable or paid carriers must be included in the SIC document as separate entries.

6. Regardless of their type, carriers not included in the SIC document are considered non-returnable and non-paid.

7. When accepting the goods for the Ordering Party's warehouse, the quality of the carriers is evaluated on the basis of the Pallet Eligibility Form. The evaluation of the carrier, performed by a Politan Warehouse employee, is final. Carriers of unacceptable quality are treated as non-paid and non-returnable.

8. The settlement of the cost of the paid Euro pallet is the transaction fee per 1 pallet established by the Ordering Party.

9. Paid carriers must be included in the Supplier's sales invoice as separate purchase products.

## RISK

The risk for the goods on delivery is incurred in accordance with the delivery terms.



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## INVOICES AND TERMS OF PAYMENT

1. Each invoice must contain the Ordering Party's Order number and the Supplier's SIC number.
2. The Ordering Party authorizes the Supplier to issue invoices without the Ordering Party's signature.
3. The SIC document approved by the Ordering Party's warehouse is proof of the delivery and the basis for issuing an invoice.
4. The data on the Ordering Party essential to issue a proper invoice is determined on the basis of the Ordering Party's order.
5. The invoice may be issued on the day of the delivery at the earliest. The payment is done via a bank transfer on the basis of the received invoice, to the bank account provided in the invoice by the Supplier. Any changes made to their bank account number must be reported by the Supplier to the Ordering Party in written form.
6. The invoice is delivered to: 44-200 Rybnik, 3 maja 30, Poland, or electronically to the e-mail address: [efaktura@politan.pl](mailto:efaktura@politan.pl). In the case of invoices submitted electronically, prior conclusion, by both parties, of the Understanding of Electronic Transmission of Invoices is required.
7. The Supplier has no right to cede the credibility of the Ordering Party to third parties without their permission.

## MEANS OF PRODUCTION

1. The means of production, i.e. dies, tools, patterns, drawings, etc. constituting the property and copyrights of the Ordering Party and which the Supplier receives from the Ordering Party or manufactures them in accordance with the Ordering Party's instructions may not be sold, pledged, transferred or used for the benefit of third parties, as well as be used by third parties. The same applies to items manufactured with these means of productions; unless otherwise agreed in writing with regard to their use, they may only be delivered to the Ordering Party.
2. After the end of cooperation, the means of production that were made available to the Supplier by the Ordering Party or manufactured at the Ordering Party's expense, must be immediately returned to the Ordering Party.
3. If they are not returned, the Ordering Party may charge the Supplier with the costs of restoring these means of production.

## QUALITY

1. The Supplier is obliged to deliver the goods with quality, specifications, and packaging in compliance with the requirements of the Ordering Party and through the Product/Material Quality Card approved by the Supplier.
2. The delivered goods must meet the current EU norms and possess all the necessary permits, clearance and certificates, enabling their trade within the EU. In the event that it is legally binding or on the Ordering Party's behest, the Supplier is obliged to deliver the above mentioned documents for every delivery to the Ordering Party.



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3. In the case of defects in the products made by third parties that are not a party in this contract and working for the Supplier, full responsibility for the defects is on the Supplier.

4. In the event of failure to satisfy items 1, 2, 3 for the parts of one batch, the Ordering Party may return the entire batch of the delivered product at the expense of the Supplier.

5. For products with a required expiry date, the remaining time may not be shorter than 80% of the expiry period from the date of production at the moment of delivery.

#### COMPLAINTS

1. In the event that the Ordering Party sees a deficiency in the goods delivered by the Supplier, the Ordering Party is obliged to write down a complaint protocol and deliver it to the Supplier.

2. The Ordering Party will evaluate the compliance of the product with the previously made order upon receiving it, paying special attention to any possible damage done during its transport. If any of the above takes place, the Ordering Party has a right to decline accepting the delivered item.

3. Performing the delivery without proper documentation is equivalent to failing to meet the Supplier's commitment to the Ordering Party and allows the Ordering Party to refuse to accept the delivery. Should the Ordering Party decide that accepting the delivery does not infringe on their interest, they then accept it and calls for the missing documents to be sent.

4. The Supplier is obliged to look into the complaint within 30 days of receiving the complaint protocol.

5. After the time for the Supplier to look into the complaint with no feedback from the Supplier regarding the complaint, it is deemed that the Supplier accepts the filed complaint and agrees with it.

6. In the case of filing complaints regarding technical defects (transparent or otherwise), the Ordering Party is not bound by a payment period for the delivered goods, until the means of resolving the complaint is approved by both parties. Upon detecting defects, the Ordering Party may lodge their claims for amends for the costs of unnecessarily used materials and other costs incurred.

7. In urgent cases related to the completion of the clients' orders, the Ordering Party has the right to a thorough inspection of the quality of claimed batch, and has right remove defects at the expense of the Supplier.

#### TRADEMARKS AND TRADE NAMES, GRAPHIC DESIGNS AND PATENTS

1. The Supplier recognizes all of the Ordering Party's property rights regarding trademarks and trade names, graphic designs, utility models, industrial designs and patents of the Ordering Party and is obliged to abide by them for the duration of the contract.

2. The Supplier has no right to distribute, use, utilize and make available the trademarks and trade names, graphic designs, utility models and patents of the Ordering Party, as well as other classified information obtained from the Ordering Party, for purposes other than the completion of the order.



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3. All information regarding the raw material composition, manufacturing technology, quality parameters, methods of examination of said parameters, designs and prototypes of products, as well as marketing plans that the Supplier received from the Ordering Party in the process of creating new products and modifying ordered products, is considered classified information.

4. In the event of breach of items no. 1, 2, 3, the Ordering Party may demand compensation equal to the double the value of the damages from the Supplier. This entry remains in force for five years from the estimated date of breach.

5. The Supplier guarantees that, as a result of their supplies and placing items supplied by them on the market, no patent laws or other copyrights of third parties within the country and outside of it will be breached. The Supplier takes full responsibility for such breaches.

#### THE ENVIRONMENTAL ASPECT

1. The products must meet requirements set by the current regulations in terms of Environmental Protection. The supplier is obliged to provide product documentation in accordance with applicable law.

#### PACKAGING MANAGEMENT POLICY

1. The Supplier is obliged to collect from the Ordering Party packaging waste and reusable packaging of hazardous substances.

2. The receipt or consent for disposal at the supplier's expense will be determined on the basis of an empty packaging report generated by the Ordering Party every six months.

#### ANTI-CORRUPTION POLICY

1. The Supplier must prevent all dishonest actions on the part of their representatives regarding receiving and giving money from and to third parties that are in any way involved in completing the Ordering Party's order. The Supplier guarantees and is obliged to refrain from making any donations or commissions to workers, intermediaries, subordinates or representatives of the Ordering Party with relation to the order or any other contract with the Ordering Party. In the case of receiving a proposal to give the Supplier financial gratification from a third party in relation to the completion of the Ordering Party's order, the Supplier is obliged to immediately inform the Ordering Party's Management about the event.

#### FINAL PROVISIONS

1. Should one of the general resolutions of the purchase be for any reason annulled, the other resolutions remain intact.

2. All rights and obligations stemming from this GCP for both parties will be settled before a court competent for the Ordering Party's registered office. For matters not regulated by the contract or there General Terms and Conditions of Purchase, Polish law applies. The language of correspondence will be Polish or English.

Rybnik, 01.12.2021



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