

General Terms and Conditions
Przedsiębiorstwo Produkcyjno Handlowo Usługowe JURCZAK Jacek
Jurczak

§1. General Provisions

These General Terms and Conditions (GTC) shall apply and form an integral part of all contracts for the purchase of goods and services concluded by Przedsiębiorstwo Produkcyjno Handlowo Usługowe JURCZAK Jacek Jurczak

1.1 For the purposes of these GTC, the following definitions shall apply:

1.2. Przedsiębiorstwo Produkcyjno Handlowo-Uslugowe JURCZAK Jacek Jurczak - a firm based in Stanowice at ul. Leśna 2 (hereinafter JURCZAK)

1.3. Services - mean all types of services provided to JURCZAK for projects undertaken by JURCZAK

1.4. Goods - mean all goods being the subject of an order placed by JURCZAK

1.5. Supplier - means an entity with which JURCZAK has concluded an agreement for the supply or sale of Goods, as well as an agreement for the provision of Services to JURCZAK, as well as another agreement or contract of a similar nature.

1.6. Purchase Price - value expressed in monetary units, which Przedsiębiorstwo Produkcyjno Handlowo Usługowe JURCZAK Jacek Jurczak is obliged to pay to the Supplier for the Goods or Services in accordance with the Order or the provisions of the GTC; the price shall not include VAT, if under the applicable laws, the sale/supply of Goods/Services is subject to VAT.

§2 Applicability

2.1. These GTC shall apply to all contracts for the sale or supply of Goods, as well as to contracts for the provision of Services to JURCZAK, and other contracts of a similar nature ("supply contract") and shall form an integral part of each order placed by JURCZAK

2.2. The type of Goods to be supplied, their quantity, price and required specifications, as well as the type of Services to be provided to JURCZAK, and their prices and required specifications are set out in the Order and/or in any other written documentation that JURCZAK shall make available to the Supplier. In case of any conflict between contractual documents of the same kind drawn up by a given Party, particularly with regard to the type of Goods/Services to be delivered/performed, their quantity and required specifications, a document with a later date shall have priority over a document with an earlier date.

§ 3 Orders

3.1. Orders shall be placed by JURCZAK in writing, on the basis of information provided by the Supplier prior to placing each Order. Any representations made by the Supplier in respect of Goods and Services before JURCZAK has placed an Order (e.g. price lists, promotional materials, etc.) shall not be considered an offer within the meaning of the Civil Code. The offer to conclude a contract is only an Order placed by JURCZAK with the Supplier, which the Supplier shall confirm within 2 working days, unless agreed otherwise between the Parties. After the expiry of the above deadline, the Order ceases to bind JURCZAK. Any oral orders are valid if confirmed in writing by

JURCZAK. Submission of the Order by fax or e-mail shall be deemed equivalent to the written form.

3.2. The order may only be accepted without reservations. All conditions or provisions set out by the Supplier in the Order confirmation which modify, supplement or otherwise differ from those set out in the Order and these General Terms and Conditions shall be inadmissible, invalid and ineffective and shall be deemed to be unreserved and the agreement shall be deemed to have been concluded under the conditions set out in the Order submitted by JURCZAK. The Supplier shall make the best effort to satisfy such a request. The Parties mutually agree on any changes to the Purchase Price, insofar as they result from such a change to the Order. Any Changes to the Order by the Supplier during its execution require the prior written consent from JURCZAK. JURCZAK reserves the right to access by its organization, its customers and supervisory bodies to all arrangements related to the order and to all relevant records related to the execution of the subject of the order.

3.5. The Seller undertakes to communicate the requirements of JURCZAK Jacek Jurczak to the Seller's suppliers

§ 4 Purchase Price and Terms of Payment

4.1. Unless otherwise agreed, the Purchase Price indicated in the Order shall include packaging, all taxes (except Value Added Tax, where applicable), fees, duties, transport charges (in accordance with the agreed terms of delivery) and any other charges applicable to the delivery of the Goods/Services. The Purchase Price shall also cover the costs of any additional services related to the delivery of the Goods and provided by the Supplier under a given Order.

4.2. Payment terms shall be specified in the Order.

§ 5 Delivery

5.1. Unless otherwise agreed in writing, the date of delivery of the Goods/Services shall be specified in the Order. The agreed date for delivery of Goods/Services is final and the Supplier shall be liable for any damage resulting from failure to meet the above deadline. The Supplier's liability shall cover all losses incurred by JURCZAK as well as all lost profits by JURCZAK in connection with failure to meet the deadline referred to in the preceding sentence. The Supplier's liability for damages referred to in the above sentence shall not release the Supplier from his obligation to deliver the Goods/Services. The Supplier shall immediately inform JURCZAK of any circumstances which may affect the delay in the delivery of the Goods/Services. Partial deliveries are admissible if indicated in the Order or agreed with JURCZAK in writing.

5.2. Together with the delivery of the Goods/services, the Supplier shall also provide all technical documentation and certificates required for the Services and Goods in accordance with applicable laws and/or other documents specified in the Order. Non-performance of the obligation referred to in the preceding sentence shall be tantamount to a delay in the performance of the obligation by the Supplier, resulting in the possibility of withdrawal from the contract for the delivery of Goods/Services for which the obligation indicated in this point has been breached without setting an additional deadline. JURCZAK shall have the right of withdrawal referred to above within 2 months of such failure.

5.3. Unless otherwise specified in the Order, the delivery terms shall be DDP to the place indicated in the Order by JURCZAK, where the Supplier is obliged to unload the Goods at the Supplier's expense and risk. Unloading of Goods shall be permitted only with the prior consent of persons designated by JURCZAK and in places designated by them.

5.4. Unless otherwise specified, the benefits and the risk of accidental loss of or damage to the Goods/services shall pass to JURCZAK upon confirmation of the release of the Goods/Services by a relevant document, in accordance with the terms and conditions set out in the Order.

§ 6 Warranty

6.1. JURCZAK shall pay the price on the date specified in the contract or on the invoice, and if the date of payment is not specified in the aforementioned manner, within 60 days from the date of proper issue of the invoice.

6.2. A warranty statement shall be deemed to be equivalent to the issuance of a warranty document. Should the Supplier provides a separate warranty document (warranty card), the conditions and entitlements set out therein shall not contradict or be less favorable to JURCZAK than the conditions and entitlements of JURCZAK resulting from these GTC and, to the extent not covered by these GTC, resulting from the applicable law of the Republic of Poland.

6.3. The obligation of JURCZAK to control the Goods supplied shall be limited to control the type of Goods and their proper quantity. Any inspection and notification of defects by JURCZAK during the Warranty Period shall be deemed to have been made in time; JURCZAK shall not be bound by any notice period to inform the Supplier about a defect. In the case of execution of Orders for the provision of Services, the preceding sentence shall apply accordingly.

6.4. In the event that the Goods do not conform to the Order or other arrangements JURCZAK and the Supplier made in writing, under pain of nullity, JURCZAK may, at its own discretion, demand that the defective Goods be repaired or replaced, delivery of the missing part or parts, without prejudice to other rights of JURCZAK under these GTC or under the law, including but not limited to the right to withdraw from the delivery contract and the right to claim compensation for actual damages and lost profits. In the event that the Service performed is inconsistent with the Order or other arrangements between JURCZAK and the Supplier made in writing, under pain of nullity, JURCZAK may demand removal of the defect, and if the defect cannot be removed, or if the Supplier fails to remove the defect within the prescribed time limit, JURCZAK, at its own discretion, withdraw from the delivery contract or demand a reduction in remuneration, without prejudice to the other rights of JURCZAK under these GTC or under the law, including but not limited to the right to claim compensation for actual damages and lost profits.

6.5. The Supplier shall be obliged to remove a defect in the Goods or Services or to replace the defective Goods with a defect-free one - at the choice of JURCZAK, in accordance with the provisions of section 6.4. above, within 3 days from the date of notification of the defect by JURCZAK, unless JURCZAK agrees in writing to another date. If the Supplier fails to remove the defect in the Goods or Services or fails to replace the Goods with a defect-free one within the period referred to in the preceding sentence, JURCZAK may remove the defect itself or have the defect removed or - with regard to the reported defect in the Service - have continued the Service by a third party, in both cases at the Supplier's expense and risk, without prejudice to JURCZAK rights resulting from the non-performance/undue performance of the delivery contract.

6.6. The Supplier shall be obliged to draw up a report concerning the resulting defect of the Goods with the indication of the reason for its occurrence and the method of its removal at the latest within 2 weeks from receiving the Notice about its detection.

6.7. JURCZAK reserves the right to refuse to accept the Goods/Services for the reasons indicated in the letter to the Supplier. The exercise by JURCZAK of such authorization shall not mean that JURCZAK is delayed in receiving the Goods/Services.

6.8. In the event of a refusal to accept the Goods, JURCZAK shall inform the Supplier of this fact immediately, stating the reasons for the refusal. Goods which JURCZAK, according to the previous sentence,

has refused to accept, shall be - at JURCZAK's option - returned to the Supplier at the Supplier's cost and expense, or retained by JURCZAK, if possible, until the Supplier issues further instructions for their disposal within 5 working days.

6.9. In the case of ordering a service on goods entrusted by the Customer, it is strictly forbidden to replace the entrusted material/product.

§7 Confidentiality

7.1. All data and information obtained from Przedsiębiorstwo Produkcyjno Handlowo Usługowe JURCZAK Jacek Jurczak, both orally and in writing, shall be used by the Supplier solely for the purpose of performing the Order. All such data and information shall remain the property of JURCZAK and, if it is in written form, must be returned on first request to JURCZAK, together with any copies thereof.

7.2. The Supplier shall keep all data and information in strict confidence and shall not refer in any publications, advertisements or any other written or oral form to the fact that deliveries are made to JURCZAK without prior written consent from JURCZAK.

§8 Improper performance

§ 8.1. Improper performance of the Order by the Supplier shall be deemed a delay in this respect. The Supplier shall remedy any damage incurred by JURCZAK resulting from the Supplier's non-performance or improper performance of the Order or from the Supplier's tort, including any damage incurred by JURCZAK as a result of third party claims.

§ 8.2. In case of delay in delivery of the subject of the order, JURCZAK shall be entitled to charge the supplier with contractual penalties in the amount of 0.2% calculated on the value of items not delivered on the agreed date for each day of delay. **§ 8.3.** If the delay in delivery of the subject of the order exceeds the agreed delivery date by 14 days, JURCZAK has the right to withdraw from the order in whole or in part without being obliged to pay compensation to the Supplier.

§9 Miscellaneous

9.1. The rights and obligations resulting from the Order may not be transferred to a third party without the prior consent of Przedsiębiorstwo Produkcyjno Handlowo Usługowe JURCZAK Jacek Jurczak. Notwithstanding the above, JURCZAK may transfer its rights and obligations arising from the Order. JURCZAK is entitled to transfer any rights and obligations under the guarantee and warranty granted, to any third parties.

9.2. All offers, Orders, contracts and these GTC shall be governed by the law of the country, in which Przedsiębiorstwo Produkcyjno Handlowo Usługowe JURCZAK Jacek Jurczak is seated. Any disputes between Przedsiębiorstwo Produkcyjno Handlowo Usługowe JURCZAK Jacek Jurczak and the Supplier arising from the Order shall be settled by the court having jurisdiction over the registered office of JURCZAK, without prejudice to the right of JURCZAK to bring an action before the court which would have jurisdiction in the absence of choice of court in accordance with this clause.

9.3. The Supplier shall conduct its business in compliance with ethical standards and professional honesty, to observe the regulations and organizational rules and safety at the place of delivery of Goods/Services in accordance with applicable regulations in the field of health and safety at work and human rights, labor law, protection of competition and combating unfair competition and monopolistic practices. The Supplier declares that it is aware of the applicable environmental regulations and the environmental policy of Przedsiębiorstwo Produkcyjno Handlowo Usługowe JURCZAK Jacek Jurczak; it undertakes, during the delivery of the Goods/

Services to take care of the natural environment, in particular in the field of waste management and the possibility of creating threats to the environment, and to apply all environmental protection regulations. The Supplier is responsible for managing the waste generated in connection with the delivery of Goods/Services, in accordance with the law.

9.4. The Supplier shall be obliged to present each time on request of JURCZAK and within the time limit indicated by JURCZAK, the technical and operational documentation of the equipment with which it delivers the Goods/Services, as well as current measurements of the electrical installation, information on compliance with minimum safety requirements and a maintenance book with an entry confirming the efficiency of the equipment referred to in the preceding sentence. The Supplier using equipment subject to technical supervision shall be obliged to present for inspection by JURCZAK the current decision of the Office of Technical Supervision on its release for use and the approval of the equipment used, in particular the equipment used by the Supplier on the premises of JURCZAK.

9.5. The Supplier shall ensure, under pain of liability on this account, that persons operating means of transport and other equipment (e.g. welding machines, saws, etc.) will have appropriate qualifications, will be trained in occupational health and safety in accordance with the regulations in force at the place of delivery of Goods/Services and will be informed about the hazards at their workplace, occupational risks associated with their work and, if required, will have up-to-date medical examinations, including psychotechnical ones. The Supplier shall make the relevant documents available to Przedsiębiorstwo Produkcyjno Handlowo Usługowe JURCZAK Jacek Jurczak or a person designated by it. Upon request, JURCZAK shall equip and oblige the persons operating the means of transport and other equipment referred to in this paragraph 9.6 to unconditionally use protective helmets, warning vests, work shoes and required individual protection at the place of delivery of the Goods/Service. The Supplier shall equip the means of transport and, during their use, ensure that an audible reversal warning signal and a warning light are used at the place of delivery of the Goods/Services. The Supplier shall observe the rules of movement at the place of delivery of the Goods/Services and in its immediate vicinity presented by JURCZAK or a person indicated by it. The supplier is obliged to have a valid civil liability insurance contract. The Supplier shall present JURCZAK on its request and by the date indicated by JURCZAK, the insurance policy referred to in the preceding sentence for review by JURCZAK. The Supplier shall be liable to JURCZAK as well as to third parties for any damage to property, health or life caused by the Supplier, its employees or third parties acting on its behalf in connection with the performance of the Order.

9.6. The Supplier shall maintain the place of delivery of Goods/performance of Services during the performance of the delivery of Goods /performance of Services in a condition that not hinder the proper functioning of the enterprise of the person for whom the Supplier delivers Goods /Services, as well as not pose a threat to occupational health and safety and fire safety. The Supplier shall store materials and equipment necessary for the delivery of Goods/Services in a place designated by JURCZAK or a person designated by it. After completion of the works, the Supplier shall clean the area of delivery of Goods/Services and secure its equipment and materials.

§ 10 Final provisions

- 1.** Should any individual provisions of these GTC prove to be invalid or ineffective, the validity and effectiveness of the remaining provisions shall not be affected.
- 2.** Any changes and amendments to the Order, Confirmation and these GTC must be made in writing, otherwise null and void.
- 3.** These GTC shall enter into force on 01.04.2020.