

PURCHASE ORDER CONDITIONS
relating to Goods and Services
1. DEFINITIONS

In these Conditions, the following definitions apply:

Company	means Beck & Pollitzer Polska Spółka z ograniczoną odpowiedzialnością (registered no. 000009494);
Conditions	means these terms and conditions;
Contract	means the agreement for the supply of Goods and/or Services, as referred to in Clause 2 below, comprising these Conditions, the Order and any additional terms agreed in writing between the Company and the Supplier;
Default	means any breach of the obligations of the Supplier under the Contract or any other default, act, omission, negligence or statement of the Supplier, its employees, servants, agents or sub-contractors in connection with or in relation to the subject-matter of the Contract and in respect of which the Company is liable to the Supplier;
Good Industry Practice	means the exercise of that degree of skill, care and consideration, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier of goods and/or services of the same or a similar nature to the Goods and/or Services;
Goods	means the goods (or any part of them) ordered by the Company pursuant to an Order and any item provided by the Supplier as an output of the Services;
IPR Claim	means any claim that the use and/or resale of any Goods and/or receipt of the Services, infringes the intellectual property rights of any third party;
Losses	means any damages, liabilities, claims, demands, proceedings, actions, costs, charges, losses and/or expenses including legal fees and other professional costs;
Order	means the Company's order for the Goods and/or Services;
Services	means the services (if any) described in the Contract and any services ancillary to the sale of the Goods, including drawings, plans, diagrams, designs, pictures, reports and software;
Site	means the location(s) to which the goods and or services are to be supplied, as set out in the Order;
Specification	includes any specifications, samples, plans, drawings, data or other information against which the Goods and/or Services are to be supplied;
Supplier	means the person to whom the Order is addressed, unless otherwise stated in the Contract;
Supplier Personnel	means all employees, staff, officers, sub suppliers, subcontractors, other workers, agents and consultants, of the Supplier who are engaged in the provision of the Services, and/or supply of Goods, from time to time; and
Warranty Period	means the longer of: <ul style="list-style-type: none"> a. 12 months from the date of the Company's written acceptance of the Goods and/or Services (as the context requires); b. the reasonable useful shelf life of the Goods and/or Services; or c. any period implied by law.

2. BASIS OF CONTRACT

- 2.1 Each Order constitutes an offer by the Company to purchase Goods and/or Services from the Supplier on and subject to these Conditions (and any additional terms agreed in writing between the Company and the Supplier in the Order).
- 2.2 Each Order will be deemed to be accepted by the Supplier upon any act by the Supplier consistent with fulfilling the Order, at which point and on which date the contract between the Company and the Supplier for the supply of the Goods and/or Services in accordance with the relevant Order and these Conditions will come into existence (**Contract**).
- 2.3 The terms and conditions of the Contract will apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are, or may be, implied by trade, custom, practice or course of dealing.
- 2.4 No variation of these Conditions or any Contract will be effective unless made in writing by duly authorised representatives of both parties, being a Director in the case of the Company.
- 2.5 If these Conditions are inconsistent with any part of the remainder of the Contract, these Conditions will prevail unless the term to be overridden is specifically identified in written form.

3. SUPPLY OF GOODS AND SERVICES

- 3.1 The Supplier will provide the Goods and perform the Services and its other obligations under the Contract at all times in accordance with applicable law, Good Industry Practice, using appropriately qualified and trained Supplier Personnel and ensure the Goods and Services conform to all relevant national and international recognised standards relevant to the Goods and Services.
- 3.2 The Supplier will provide as part of the Services any and all associated services and activities that are not specifically referred to in the Contract or the Specification but which are required for the proper and efficient provision of the Services.
- 3.3 Whilst on the Site the Supplier (including the Supplier's and any subcontractor's employees, agents and subcontractors employed or engaged in the performance of the Contract) will comply with all site rules and policies of the Company and all relevant health, safety and environmental requirements and industry standards.

- 3.4 The Supplier acknowledges that all the Supplier's equipment at the Site will remain at the Supplier's risk and it will be the supplier's responsibility to insure such equipment against all risk of loss or damage unless otherwise agreed on the Order

- 3.5 The Supplier warrants and represents to the Company that at the time of delivery of the Goods, the Supplier possesses good and transferable title to the Goods.

- 3.6 In addition to the terms and duties implied by law, the Supplier warrants to the Company that throughout the Warranty Period the Goods and the Services (as the context requires):

- 3.6.1 are free from defects in design, material and workmanship;
- 3.6.2 correspond with their description and any applicable Specification;
- 3.6.3 are suitable for any purpose expressly or by implication made known to the Supplier; and
- 3.6.4 comply with all relevant statutory requirements and regulations.

4. DELIVERY OF GOODS AND SERVICES

- 4.1 The Goods will be delivered to and the Services will be performed at, the Site, on the date or within the period stated in the Contract, in either case during the Company's usual business hours and time of delivery will be of the essence.
- 4.2 The Company may amend the Order by written notice to the Supplier at any time prior to delivery of the Goods or full performance of the Services. The Supplier will comply with all amendments to the Order made in accordance with this Clause 4.2.
- 4.3 The Supplier will notify the Company immediately should the Supplier become aware of any circumstances, that will or may have an adverse impact on the Supplier's ability to provide the Goods and Services, in accordance with the Contract.
- 4.4 The Company will not be required to accept delivery of Goods or performance of Services in instalments, unless otherwise agreed in writing. If the Goods are agreed to be delivered or the Services are to be performed in instalments, each instalment will together be deemed to comprise one single agreement and the Contract will not be severable in respect of each such instalment.
- 4.5 The Supplier will ensure that:

- 4.5.1 Goods are properly packed and secured in such manner as to enable them to reach their delivery destination in good condition and are adequately protected against damage and deterioration in transit; and
- 4.5.2 each delivery of Goods is accompanied by a delivery note quoting and displaying the Order number or Contract number (if any), the description, type and quantity of the Goods, special storage instructions (if any) and, if the Goods are agreed as being capable of delivery by instalments, the outstanding balance of Goods remaining to be delivered.

- 4.6 The Supplier will ensure that, at all times, it has and maintains all licences, permissions, authorisations, consents and permits necessary for it to perform its obligations under the Contract and for the Supplier to provide the Goods and Services to the Company.

- 4.7 The Supplier will inform the Company of all licences, permissions, authorisations, consents and permits necessary for it to receive the Goods and Services from the Supplier.

5. RISK AND TITLE

- 5.1 Risk and title to the Goods and Services will pass to the Company upon delivery of the Goods and Services (as the context requires), in accordance with these Conditions. The passing of risk and title will not prejudice any rights of the Company.

6. PRICE AND PAYMENT

- 6.1 The price of the Goods and/or Services will be as stated in the Order. No increase in the price may be made unless agreed in writing. Prices will be invoiced in Polish zloty unless agreed otherwise in the Contract.
- 6.2 The price of the Goods and/or Services will be inclusive of all charges for labour, packing, shipping, delivery and all other costs and duties but exclusive of value added tax, unless otherwise stated in the Contract. The price will in particular include public law liabilities related to the Services and/or Deliveries, including duties or taxes and so-called taxes payable at source (withholding tax). Within 14 days of submitting the request by the Company, but no later than on the due date of the remuneration, the Subcontractor shall deliver to the Company the original certificate of residence of the Subcontractor for tax purposes. Any consequences of the Subcontractor's failure to deliver the above certificate, in particular the inability to apply the tax rate resulting from the relevant international agreement - shall be charged to the Subcontractor, and the Company will have the right to deduct relevant amounts from the remuneration due to the Subcontractor. Withholding tax will also be collected, regardless of the documents provided by the Subcontractor (including the original Subcontractor's tax residency certificate), if the tax collection results from the tax regulations in force in Poland.

- 6.3 Invoices will be paid no later than 60 days from the later of:

- 6.3.1 the date the invoice is received by the Company; and
- 6.3.2 the date the Goods are supplied to the full satisfaction of the Company; and
- 6.3.3 the date the Supplier fully complies with the Contract (and the Company reserves the right to withhold payment to the extent the Contract is not complied with by the Supplier).

7. LIABILITY

- 7.1 If any Goods and/ or Services are not supplied or performed in accordance with the Contract, the Company will (without prejudice to any of its other rights or remedies) be entitled to exercise, any one or more of the following rights (whether or not it has accepted the Goods, and or Services):
 - 7.1.1 to require the Supplier to: (a) repair or replace the Goods, at the Supplier's cost; or (b) correct or re-perform the Services, at the Supplier's cost;
 - 7.1.2 refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 7.1.3 to terminate the Contract immediately by written notice to the Supplier upon which the Supplier will repay any sums paid to it by the Company under the Contract in respect of the non-compliant Goods and or Services; and/or

- 7.1.4 recover from the Supplier any costs and expenses (whether direct or indirect) inovercurred by the Company in obtaining substitute goods and/or services from a third party and/or otherwise making good, repairing, replacing, or reinstating or re-performing the relevant item or items in question and/or in respect of or arising from demurrage, delays, late delivery, non-delivery, incorrect delivery or partial delivery of the Goods and or Services by the Supplier.
- 7.2 Nothing in the Contract will operate to exclude or restrict the Company's or the Supplier's liability:
- 7.2.1 for death or personal injury caused by its (or its agent's or sub-contractor's) negligence or for fraud or fraudulent misrepresentation;
- 7.2.2 for any other liability that cannot, as a matter of law, be limited or excluded.
- 7.3 Subject to Clause 7.2, the Company's total liability (including costs and expenses) arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, for all Defaults (when taken together and not for each and every Default) shall in all circumstances not exceed the amount paid or payable under the Contract.
- 7.4 Subject to Clause 7.2 above, the Company will not be liable to the Supplier for any indirect, special or consequential loss.
- 7.5 These Conditions will extend to any substituted or remedial services and/or repaired or replacement goods and services supplied by the Supplier.
- 7.6 The Supplier will maintain an adequate level of insurance in respect of its potential liability arising under or in connection with the Contract with a reputable insurance provider.
- 8. INDEMNITY**
- 8.1 The Supplier will at all times during and after the term of the Contract, on written demand, indemnify the Company in full against all Losses incurred by, awarded against or agreed to be paid by the Company arising from out of, or in connection with:
- 8.1.1 any breach by the Supplier of the Contract and/or any act, omission or negligence of the Supplier, its employees, agents or subcontractor and/or any defects in Goods or Services;
- 8.1.2 an IPR Claim; and/or
- 8.1.3 any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods and/or Services.
- 9. SPECIFICATIONS**
- 9.1 Where the Company directs the Supplier to produce, develop or follow specific or bespoke instructions in the Specifications to produce the Goods and/or Services, all intellectual property rights in and to such Goods and Services will be the exclusive property of the Company.
- 9.2 The Supplier assigns (including, where relevant, by way of present assignment of future rights) with full title guarantee and free of all third party rights, all intellectual property rights in and to the Goods and Services. The Supplier hereby waives all moral rights in any such Goods and Services.
- 10. CONFIDENTIALITY**
- 10.1 Each party to the Contract undertakes that it will not at any time either during the Contract or after its termination disclose to any person any confidential information concerning the business affairs, customers, clients, suppliers or product formulations and processes of the other party (**Confidential Information**) (or any members of its group) save:
- 10.1.1 to its employees, officers or contractors who need to know such information for the purposes of carrying out the party's obligations under the Contract; or
- 10.1.2 as may be required by law, court order or any legal or regulatory authority.
- 11. TERMINATION**
- 11.1 The Company may terminate the Contract by written notice to the Supplier at any time prior to delivery of the Goods or commencement of performance of the Services.
- 11.2 The Company may immediately terminate the Contract at any time if: (i) the Supplier is in breach of any of its material obligations under the Contract; (ii) the Supplier becomes insolvent, is unable to pay its debts, ceases to trade or has an administrator appointed or has a receiver appointed over the whole or any part of its assets or enters into any arrangements with its creditors for the rescheduling of its debts or a petition is filed or a resolution is passed for winding up, or there is the occurrence of any event in respect of the Supplier that is analogous to any of the preceding events, in any jurisdiction.
- 11.3 The provisions that relate to termination or cancellation will apply to a termination or cancellation of all or any part of the Contract or Order.
- 11.4 Upon termination of the Contract:
- 11.4.1 the Supplier will immediately return all Specifications supplied by the Company pursuant to Clause 10 and any other information or materials which belong to or were supplied by the Company, including any Confidential Information of the Company;
- 11.4.2 Clauses **Błąd! Nie można odnaleźć źródła odwołania.**, 7 and 8 of these Conditions and any other Clauses which expressly or by implication have effect after termination or cancellation, will continue in full force and effect; and
- 11.4.3 the accrued rights, remedies, obligations and liabilities of the parties as at termination or cancellation, shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or cancellation.
- 12. LIQUIDATED DAMAGES**
- 12.1 The Company may exercise the right to charge the Supplier with liquidated damages without prejudice to any of the Company's other statutory or Contractual rights or remedies, including right to claim damages exceeding the amount of liquidated damages.
- 12.2 In the event of Supplier's delay in meeting the date of the delivery of Goods or the date of the performance of the Services the Supplier shall pay to the Company liquidated damages amounting to 1% of the gross amount paid or payable under the Contract for each commenced day of delay, which the Supplier accepts to be a genuine pre-estimate of the Company's loss.
- 12.3 In the event of termination of the Contract for the reasons attributable to the Supplier, the Supplier shall pay the Company liquidated damages amounting to 20% of the gross amount paid or payable under the Contract, which the Supplier accepts to be a genuine pre-estimate of the Company's loss.
- 13. GENERAL**
- 13.1 The Supplier will not assign, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under the Contract, nor purport to do so, nor sub-contract any or all of its obligations under the Contract.
- 13.2 The Buyer reserves the right to set off any claims he is entitled to against the Supplier connected directly or indirectly with the performance of the contract with all costs (receivables) charged by the Supplier, including freight costs. The Company may, at any time and without limiting any of its other rights or remedies, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. The Company will inform the Supplier in writing of any set-off carried out by the Company pursuant to this Clause 13.2.
- 13.3 Any notice to be given will be in writing, and will be sent to the Company at its registered office address in relation to the Contract.
- 13.4 Any failure to exercise or delay by a party in exercising a right or remedy arising in connection with the Contract will not constitute a waiver of such right or remedy or of any other rights or remedies.
- 13.5 Any modification to or deletion of a provision or part-provision under the Contract due to it being invalid, illegal or unenforceable will not affect the validity and enforceability of the rest of the Contract.
- 13.6 The Supplier will comply with all policies and procedures of the Company notified by the Company to the Supplier from time to time, including the Company's Anti Bribery & Corruption and Anti-Slavery and Human Trafficking policies. The Company's policies are available on request and on the Company's website (<http://www.beck-pollitzer.com>).
- In order to provide necessary assurances to counterparties including financial institutions involved in processing transactions for or on behalf of the Company and/or the Supplier, the Supplier confirms that (the Statement):
- the Supplier is not the subject of any international sanctions, including those issued, maintained or published by the United Nations, Council of the European Union, individual European Union Member States, the United Kingdom or the United States;
 - no natural or legal person that is the subject of any international sanctions, including those issued, maintained or published by the United Nations, Council of the European Union, individual European Union Member States, the United Kingdom or the United States holds 25% or more of the voting rights in the Supplier; and
 - the Supplier is not acting (whether directly or indirectly) for or on behalf of any natural or legal person that is the subject of any international sanctions, including those issued, maintained or published by the United Nations, Council of the European Union, individual European Union Member States, the United Kingdom or the United States.
- The Supplier is obliged to ensure compliance with the Statement on an on-going basis. Should any developments impact upon the accuracy or completeness of the Statement, the Supplier should notify the Company as soon as possible. Without limiting or affecting any other right or remedy available to it, the Company may immediately terminate the Contract in the event that any of the representations and warranties expressed by the Supplier in the Statement is incorrect, false, fraudulent, negligent, incomplete or misleading.
- 13.7 These terms and conditions, together with those set out in the Contract, constitute the entire agreement and supersede all previous agreements between the parties in respect of the subject matter of the Contract.
- 13.8 The Supplier will, promptly at the Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of the Contract.
- 13.9 These terms and conditions and each Contract will be governed by and construed in accordance with the Polish laws with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) and the parties irrevocably submit to the exclusive jurisdiction of the relevant Polish common court in Katowice.
- VERSION FEBRUARY 2023**