

General Purchase Conditions (GPC)

I. Applicability

1. These General Purchase Conditions (hereinafter referred to as GPC) shall apply to Orders placed with Suppliers, concerning the purchase of raw materials and production-related materials in which the Buyer is Zakłady Kablowe Bitner Sp. z o.o. (hereinafter referred to as ZK Bitner Sp. z o.o.).

2. The GPC applies to all Suppliers of raw materials, semi-finished products, components for processing in production and other production-related materials. Conditions different from those specified in the GPC, proposed by the Supplier, require written approval of ZK Bitner Sp. z o.o. Different terms and conditions shall be binding only for a specific Order and may under no circumstances be treated by the Supplier as established for subsequent Orders placed by ZK Bitner Sp. z o.o. In the event of a contradiction between the GPC and the agreed different conditions, the provisions of the different conditions established for that specific Order shall prevail.

3. All agreements and documents related to the Order must be provided in writing under pain of nullity and must contain the number assigned by ZK Bitner Sp. z o.o. The Order Number must be quoted, in particular, on the waybill, invoice, stock issue note and the acceptance confirmation.

II. Delivery

1. Unless the parties have agreed otherwise, the Order will be performed as DDP – Trzyciąż, according to INCOTERMS 2020. The Supplier shall be required to insure the goods at their own expense against all risks in transport, in accordance with Institute Cargo Clauses A (ICC A 1/1/82). The Buyer may require the Supplier to provide a document confirming the conclusion of the aforementioned insurance together with an assignment of rights to possible compensation or an insurance document with the beneficiary stated as ZK Bitner Sp. z o.o.

2. The Supplier shall be required to notify the delivery no later than 2 days before the delivery date. Any Order shall be provided as a single delivery unless the Parties have agreed otherwise. If the Parties have allowed for the possibility of delivering the Order in parts, the obligation of notification applies to each of the deliveries. Deliveries can be received from Monday to Friday from 6:00 to 11:00 a.m.

3. The Supplier shall be required to pack the goods in a manner appropriate to the means of transport used. The packaging shall be legibly and indelibly marked with a label containing:

- The name and address of the Buyer,
- Order Number,
- Bar code,
- Contact person.

Each item in the package should be labelled in such a way as to ensure its full traceability. For Goods packed in collective packaging, the Supplier shall be required to attach to each packaging a detailed specification together with the collective specification.

4. In the case of deliveries of atypical, dangerous, oversized goods, etc., the parties shall each time agree on detailed conditions concerning packaging, labelling, delivery notification and acceptance of goods.

5. Any delivery is considered completed in full when ZK Bitner Sp. z o.o. accepts the goods and documents specified in the Order without reservations (e.g.: quality control certificates, stock issue note, packing list etc.) Any deviation from the agreed terms and conditions, as well as the lack of relevant documents, may constitute grounds for refusal to accept the goods or their return at the Supplier's expense. The delivery shall then be classified as not completed.

6. The Supplier shall be fully liable for damages resulting from any delay, loss or damage caused by improper labelling, packaging, or identification of the shipment.

7. ZK Bitner Sp. z o.o. is entitled to return to the Supplier, at the Supplier's expense and risk, any shipment delivered without prior notification, as well as shipments delivered before or after the delivery date indicated in the notification or to charge the Supplier with full costs of storage. The risk of damage or loss of goods until their acceptance without reservations by ZK Bitner Sp. z o.o. shall be borne entirely by the Supplier.

III. Subcontracting

1. If the Supplier intends to subcontract the performance of the Order, in entirety or in part, to third parties, a prior written consent of ZK Bitner Sp. z o.o shall be required. The same condition applies, accordingly, in the case of a change of subcontractor during the performance of the Order and further subcontracting.

2. The Supplier shall be fully responsible for the acts (or omissions) of the first and further subcontractors as for its own actions.

IV. Delivery date

1. The delivery date indicated in the Order and the dates resulting from the schedule for partial deliveries are final and mean the date of delivery of the goods to the indicated location, in accordance with the delivery terms specified in the Order.

2. The Supplier undertakes to immediately inform ZK Bitner Sp. z o.o. regarding any occurrence or risk of occurrence of circumstances preventing the meeting of the agreed Order completion date, together with an indication of the expected delay period and reasons for its occurrence. If the information provided shows that the delivery cannot be completed on time, ZK Bitner Sp. z o.o. may withdraw from the Order with consequences as resulting from item VII of the GPC. ZK Bitner Sp. z o.o. is entitled to exercise the right of withdrawal referred to in the preceding sentence within 30 days from being informed of the cause for withdrawal.

3. ZK Bitner Sp. z o.o. has the right to charge the Supplier with a contractual penalty for the delay in delivery in the amount of 0.2% of the value of the Order (or delivery) for each started day of delay, however not more than 15% of the value of the Order. In the event of a delay longer than 9 weeks, ZK BITNER Sp. z o.o. has the right to withdraw from Order for reasons attributable to the Supplier and, apart from contractual penalties, claim additional compensation on general terms, including in particular for losses and lost profits, specifically – costs incurred due to replacement performance of the Order.

V. Prices and payments

1. The prices included in the Order are the prices valid for the given Order. A lack of a specified price means that the purchase is carried out according to a tender or contract.
2. By taking the Order, the Seller declares that it is a registered active VAT taxpayer, and in case of any changes in this respect, it shall immediately notify the ordering party under the pain of incurring all negative financial consequences resulting therefrom.
3. The Supplier's remuneration shall be paid by ZK Bitner Sp. z o.o. by bank transfer to its bank account within 30 days from the date of delivery of the original VAT invoice, unless the Order provides otherwise, subject to item 4. Invoices sent without a specified Order Number shall be considered as incorrect and shall not constitute grounds for payment.
4. Payment for the provided services, raw materials, production-related materials shall be made after ZK BITNER sp. z o.o. receives original invoices documenting the delivery, issued in accordance with the provisions of the Act of 11 March 2004 on the Value Added Tax. Any negative financial consequences, including the loss by ZK BITNER sp. z o.o. of the right to reduce the output tax by the input tax presented on invoices documenting the deliveries, resulting from the shortcomings of the invoice issuer, shall be borne by the Seller taking the Order.
5. The Supplier, unless the parties have agreed otherwise, shall be required to send an electronic invoice to the email address BITINVOICE@BITNER.COM.PL or to the postal address 32-353 Trzyciąż ul. Krakowska 2.

VI. Quality guarantee and warranty

1. The Supplier shall be required to deliver new, unused goods, free of physical and legal defects and compliant with the PTS technical requirements specified in the Order.
2. Unless the Parties agree otherwise, the Supplier shall be required to remove defects and faults during the guarantee or warranty period immediately, however not later than within 14 days from the date of complaint.
3. The Supplier shall be required to collect or replace the defective goods with compliant items if the goods do not meet the required quality parameters, based on a technical opinion excluding the possibility of using the material in the production process.
4. The remainder of the Supplier's liability concerning warranty and guarantee is governed by generally applicable laws.

VII. Withdrawal from Order performance

ZK Bitner Sp. z o.o. may withdraw from the Order immediately, for reasons attributable to the Supplier, in the following cases:

- violation of the terms and conditions of the Order or the GPC by the Supplier,
- the Supplier is at risk of insolvency,
- a petition is filed against the Supplier to initiate bankruptcy or composition proceedings,

- the Supplier is put into liquidation.

VIII. Safety regulations

During the delivery of an Order, the Supplier, apart from generally applicable safety regulations, shall be absolutely required to read and apply the current regulations of ZK Bitner Sp. z o.o. applicable on its premises, in particular the regulations concerning the current security of the plant in connection with emergency situations, occupational safety health and fire safety regulations, as well as to follow the company's orders and instructions given during entry into the premises.

IX. Confidentiality

The Parties shall be obliged to treat as strictly confidential all terms and conditions of the Order, as well as information obtained from each other, in particular all organisational, commercial and technical information concerning ZK Bitner Sp. z o.o. and to use it exclusively for the purposes of performing the obligations arising from the Orders. In particular, the Supplier shall be obliged to treat information such as: price, discounts, order sizes, technological data, and commercial specifications as confidential information.

X. Audits at the Supplier

1. ZK Bitner Sp. z o.o. has the right to carry out audits at the Supplier's premises in order to verify the production of the Order at each stage of its performance.
2. ZK Bitner Sp. z o.o. has been certified with an Integrated Management System, in accordance with the requirements of ISO 9001 and ISO 14001. Therefore, it has the right to carry out audits at the Supplier's premises in the scope of meeting the requirements of the aforementioned standards – in the area related to Order performance.

XII References and advertising

Without the prior written consent of ZK Bitner Sp. z o.o. the Supplier has no right to use the information regarding this cooperation – in particular for reference and advertising purposes.

XIII. Final provisions

1. The parties shall be bound by Polish law. The court appropriate for all disputes related to the Order is the court with jurisdiction over the seat of ZK Bitner Sp. z o.o.
2. This document constitutes a schedule to the Order and shall be viewed as its integral part. In case of any contradictions or discrepancies between the content of the GPC and the content of a specific Order, the content of the Order shall prevail.
3. ZK Bitner Sp. z o.o. conducts its operations with responsibility for the effects of its actions and applies uniform standards in assessing the ethical conduct of employees and third parties, respect for human rights and the environment.

Chairman of the Board

Józef Mazur