

General terms and conditions for suppliers to BPI Group

1. Application

The General Terms and Conditions of Purchase Orders (hereinafter referred to as GTC), define the general principles under which BPI Group, (hereinafter referred to as the Buyer), purchases the goods/materials/products specified in the Purchase Order. The provisions of the GTC shall apply to all Purchase Orders placed by the Buyer, as well as to the framework cooperation agreements concluded. In the event of any discrepancies between the provisions of individual documents forming the contractual relationship between the parties, the provisions of the Purchase Order (submitted by the Buyer or submitted by the Supplier and approved by the Buyer) shall take precedence over the provisions of the framework agreement and the GTC, and the provisions of the framework agreement shall take precedence over the provisions of the GTC.

2. Terms and conditions of concluding the agreement

The sales/delivery agreement resulting from the specific Purchase Order is concluded as soon as the Buyer has received the Supplier's confirmation of acceptance of the Purchase Order for execution. By accepting the Purchase Order, the Supplier declares that it holds the financial and technical means enabling it to fulfil the Purchase Order on time.

3. Delivery

The goods/materials/products Purchase Ordered must be delivered to the Buyer's registered office address (as indicated in the Purchase Order) and in a manner compliant with the terms and conditions of the Purchase Order placed by the Buyer. If the delivery deadline cannot be met, the Supplier is obliged to inform the Buyer immediately of the occurring delay and of its reason. Failure to provide this information or the provision of information which implies that the delivery cannot be completed within the time limit indicated in the Purchase Order may provide grounds for cancellation of the Purchase Order by the Buyer. Incoterms shall apply to the delivery rules. The Buyer shall specify the procedure and method of delivery in the specific Purchase Order. The Supplier is obliged to provide a VAT invoice together with the object of the Purchase Order. The terms of payment shall not start to run until the VAT invoice has been delivered. The Supplier shall indicate the Purchase Order ID number assigned by the Buyer in the title or notes to the invoice.

4. Obligations of the Supplier

During the execution of the Purchase Order, the Supplier shall keep the Buyer informed of all significant circumstances that may affect the process of Purchase Order execution and the delivery date. Upon concluding the agreement, submitting an offer or confirming the first Purchase Order, the Supplier shall be bound to declare that it is registered as an active VAT payer and, moreover, that the bank account provided for settlements is consistent with the data disclosed in the white list of taxpayers. The provision applies to entities registered in Poland as active VAT payers. The Supplier is obliged to notify any changes to the above data. The Supplier declares that it holds a current and valid third-party liability insurance policy and an accident insurance policy for risks arising from its activities.

5. Financial terms and conditions

Any change to the subject matter of the delivery - if possible - during its execution can only take place on the basis of a revision of the Purchase Order by the Buyer. The Buyer shall be entitled to set off its monetary claims due and undisputed to the Supplier against the Supplier's claims due and undisputed to the Buyer. The Supplier hereby acknowledges and agrees to imposing of the prohibition that it may not transfer the claims to which the Supplier is entitled in connection with this Purchase Order to another entity. The Supplier and the Buyer undertake to observe confidentiality of the trade secrets and to refrain from disclosing any details of mutual settlements to third parties. The exchange information within the group to which a Party belongs does not constitute a breach of the trade secrets.

6. Guarantee

The Supplier warrants and guarantees that the goods/materials/products delivered to the Buyer comply with the conditions specified in the Purchase Order, including but not limited to technical documentation, standards and specifications, and legal requirements concerning safety and environmental protection. The Supplier shall be liable to the Buyer under the warranty. The period of liability on account of the warranty amounts to 2 years. In the event that any defects in the subject matter of the delivery become apparent during the guarantee period, the Supplier shall be obliged to rectify the defect and, in the event that the repair fails twice, to deliver defect-free items if the defect was caused by the item. The Supplier shall rectify defects or deliver defect-free items within 7 working days from the date the Buyer reports the defect. The Supplier shall ensure that any defects that prevent the delivery item from operating as intended and that are discovered during the guarantee period are rectified free of charge. The Supplier is responsible for collecting the claimed delivery item at its own expense. The Buyer reserves the right to return all defective goods/materials/products at the Supplier's expense or to request their replacement. The foregoing shall be without prejudice to the Buyer's rights in respect of contractual penalties, supplementary damages and withholding of payment of the Supplier's invoices and shall not release the Supplier from liability under the guarantee. In the event that a defect in the goods becomes apparent after the goods have been used or applied by the Buyer as a contractor of a service or product to a third party, the Supplier's liability shall also include damages, contractual penalties, administrative penalties, costs of proceedings imposed on or awarded against the Buyer in favor of the third party.

7. Contractual compensation

Due to the failure to perform or undue performance of the Purchase Order, the Supplier shall be charged a contractual compensation: a) for withdrawal from execution of an accepted Purchase Order which has not been completed for reasons attributable to the Supplier but independent of the Buyer - in the amount of 20% of the gross Purchase Order value; b) for exceeding the delivery deadline without information and without providing new delivery date by the date of planned delivery, BPI will seek clarification and open discussion about financial compensation. c) for the delay in remedying the defects identified upon acceptance of the subject matter of the delivery or during the warranty and guarantee period in the amount of 2% of the gross value of the claimed items, for each day of the delay, calculated from the expiry of the deadline set by the Buyer for remedying of the defects.

8. Confidentiality

The Supplier shall ensure and warrant that, as a result of the delivery or use of the products supplied by it, no third party protective rights arising from industrial and intellectual property shall be infringed, and it further undertakes to compensate the Buyer for any damage caused to the Buyer as a result of the infringement of such rights. The Supplier shall not be entitled to use, exploit or dispose of any data provided by the Buyer without the Buyer's consent expressed in writing under the pain of invalidity. In particular, the Supplier undertakes to treat as confidential any information concerning trade volumes, prices applied, discounts, product specifications, logistical agreements, technological data, under the pain of the Buyer withdrawing from the Purchase Order for reasons attributable to the Supplier. Any data provided by the Buyer to the Supplier, for the purpose of the execution of the subject matter of the delivery, may only be used by the Supplier for this purpose. The Supplier declares that it will provide this information with due protection appropriate to its confidential nature. Upon completion of the subject matter of the delivery, the Supplier shall be bound to return any confidential information to the Buyer. The confidentiality obligation shall remain in force after the Purchase Order has been completed and can only be revoked under a written consent of the Buyer.

9. Final provisions

In connection with the conclusion of the agreement, the processing of personal data takes place. BPI Group shall process personal data pursuant to Article 6(1)(a), (b), (c) and (f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR") for the needs of (i) performance of the contract and (ii) execution of legally justified interests of the Buyer. Detailed data protection rules are set out in the Privacy Policy. The invalidity or ineffectiveness of individual provisions of these GTC shall not affect the validity of the remaining provisions and the GTC as a whole. The invalid or ineffective provisions shall be replaced by the relevant rules of general law most closely corresponding to the purpose of the provisions repealed and the agreement (GTC) as a whole. All disputes arising from these GTC, concluded agreements and Purchase Orders accepted by the Supplier shall be settled by the common court of jurisdiction over the Buyer's place of business.