



General Terms of Delivery

Asmet Sp. Z o.o

In force from 01 April, 2021.

§ 1. GENERAL PROVISIONS

1. General Terms of Delivery ("GTD") set out the rules under which contracts are concluded for the sale and delivery of components, materials, packaging etc. ("materials") between the Supplier and Asmet sp. z o.o. ("Principal") based in Czersk (89-650), at Kamienna 1, entered into the register of entrepreneurs of the National Court Register under the KRS number 0000140569.
2. GTD exclude the application of the Supplier's own drafts of agreement, in particular general terms of contracts, regulations and other general conditions of contracts, unless otherwise agreed in writing to be valid.
3. GTD bind the Supplier when they are made available by the Principal prior to conclusion of the contract in such a way that the Supplier can store and recreate them in everyday actions. The current content of GTD is placed by the Principal on the website: www.asmet.eu
4. The Supplier is obliged to familiarize himself with General Terms of Delivery. If the Supplier does not read General Terms of Delivery, delivered to the Supplier prior to the conclusion of the agreement, it does not exempt him from the obligation to comply with them.
5. The agreement comes into force after confirmation of an order placed by the Principal by the Supplier. An order may be placed by the Principal in writing or by e-mail. Confirmation of the order must also be made in the same form. Orders placed orally or by phone are not valid, unless they have been confirmed in writing on the same day.
6. For the purpose of GTD, "working days" are all days except Saturdays, Sundays and other public holidays.
7. For the purpose of GTD, "long-term orders" are orders with the implementation period longer than one quarter.
8. For the purpose of GTD, "short-term orders" are orders with the implementation period of less than one month.

§ 2. ORDERS, CONDITIONS OF SUPPLY

1. Confirmation of an order placed by the Principal subject to changes and additions made by the Principal does not bind the Principal, unless the Principal has agreed to the changes and additions in writing to be valid.
2. Costs and risk of delivery of materials ordered by the Principal are distributed between the Principal and the Supplier in accordance with the clause INCOTERMS 2020 indicated in the order content. In the absence of a clear indication of the clause INCOTERMS 2020 by the Principal in the order, it is assumed that the delivery takes place under DAP terms.
3. The Principal and the Supplier are not responsible for damage, destruction or loss of ordered materials in transport in accordance with INCOTERMS 2020 applicable for the supply, determined in accordance with paragraph 2 above.
4. In the event of deliveries carried out under DAP (INCOTERMS 2020), the place of performance of material delivery ordered by the Principal is the Principal's warehouse indicated in the order. Address of the Principal's warehouse:
 1. ul. Łubianka 7, 89-650 Czersk
 2. Głędowo 3i, 77-300 Człuchów
 3. Głędowo 61A, 77-300 Człuchów

5. The Supplier is obliged to inform in writing or by e-mail about all changes: the date of the implementation of order, the amount of goods ordered, the quality of the product, name, weight or volume, package size, number of packages. In long-terms orders, the Supplier is obliged to inform the Principal about changes with a relevant information 30 days before the execution of the order. In the case of short-term orders, 14 days before the execution of the order. In the absence of information about changes in the execution of contract, the Principal may terminate the contract with immediate effect without prior notice.
6. The term of delivery will be given on every order.
7. Deliveries for which the place of performance is the Principals' warehouse will be carried out in hours of operation of the warehouse indicated by the Principal.
8. A document constituting proof of delivery of the order is an external release ("WZ") or international waybill ("CMR") in the case of deliveries taking place outside the country.
9. The WZ document should include in particular: _ document number _ Supplier's data _ address data of the Principal _ place of delivery/unloading _ date prepared _ date of handing over the materials _ material code _ material name _ amount of material handed over _ order number _ signature of the issuer _ INCOTERMS 2020
10. WZ document should also include confirmation of handing over the material with a legible signature and stamp of an authorized employee of the Supplier, along with the date of acceptance of delivery, the type and quantity of materials received and returnable packaging. The Principal is obliged to confirm delivery confirmation in the above mentioned form and, in case of complaint, he is responsible for the effects of not getting such confirmation. If the goods are delivered by a carrier, the obligation to obtain a receipt on behalf of the Supplier lies on the carrier.
11. During unloading, the Principal shall conduct a preliminary check of delivery by verifying the quantities delivered against the WZ, CMR, and by verifying potential visible damage to the material or packaging. Unloading shall be completed upon signing the WZ and CMR along with entering any comments regarding non-compliance.
12. In case of irregularities in the contents or packaging, the Principal shall make photos and deliver them to the Supplier. Delivery reception takes place using suitable tools available at the warehouse.
13. The Supplier is obliged to send quality documentation by e-mail to the Principal.

§ 3. PRICE AND TERMS OF PAYMENT

1. Prices, terms and conditions of payment, any cost rules and payment currency applicable in relations with the Supplier are agreed individually before establishing cooperation between the Supplier and the Principal.
2. The basis for issuing a VAT invoice by the Supplier shall be a delivery document (WZ or CMR) signed by the parties.
3. All prices are expressed in PLN and are net prices to which value added tax on goods and services is added at the statutory rate. All prices are expressed in EUR and are net prices to which value added tax is added at the statutory rate. If prices are agreed with the Principal to be in PLN, prices in EUR are converted at the exchange rate in force at the date preceding the creation of tax obligation. The date of payment shall be the date indicated on VAT invoice.
4. When issuing VAT invoice, the prices that have been accepted by both parties apply.
5. VAT invoice should be issued for each order. Invoices shall be sent to the Principal at faktury.z@asmet.eu no later than 7 days after the date of receipt of a document confirming

the delivery signed by both parties or by mail to: ASMET sp. z o.o., ul. Kamienna 1, 89-650 CZERSK.

6. Invoices should also contain:
 - 1) name and surname of the person making the order and authorized by the Principal
 - 2) order number
 - 3) amount and price
 - 4) name of the material ordered in accordance with the order
7. Payment for materials supplied to the Principal shall be made by bank transfer to the account of the Supplier listed on the invoice after receipt of the invoice in accordance with GTD.

§ 4. SUPPLIER'S OBLIGATIONS

1. The Supplier warrants to the Principal that products delivered to the Principal or their packagings do not infringe any third party rights to patents, industrial designs and utility trademarks, trade names, copyrights and related rights or other intellectual property rights; the Principal has the right to refuse to accept or return products and packagings delivered (including returnable packagings such as pallets, bottles, containers) if they infringe any third party rights, in particular, to patents, trade marks, markings, industrial designs, copyrights, trade names or other intellectual property rights. The Supplier bears full legal responsibility for the delivery of products and/or packagings infringing the above rights.
2. Having a current SZJ certificate (ISO 9001 and/or IATF 16949) is a condition for the start of cooperation with the Supplier. A current copy of the SZJ certificate should be sent to the head of the Purchasing Department. In exceptional cases, the Supplier shall be exempt from this obligation. An additional advantage is having a certificate of environmental management ISO 14001 by the Supplier.
3. The Supplier is obliged to deliver only product complying with the EU Directive 2000/53/EC of 18.09.2002 taking into account the European Commission's decision of 27.06.2002 (2002/525/EC). This paragraph concerns the prohibition of use of heavy metals and placing declarations of components.
4. The Supplier shall attach a certificate on goods purchased in accordance with the standard UNI EN 10204:2005 3.1 to each delivery.
5. The Supplier warrants that the goods ordered will have the characteristics specified in the order.
6. The Supplier is obliged to obtain all permits, certificates and other documents required by law, allowing for the marketing of materials.
7. The quality of materials supplied shall correspond to the criteria adopted, as well as the requirements specified in the order.
8. The Supplier agrees to deliver products free of any legal and physical defects, in particular, products must comply with the specification.
9. Markings on the materials delivered shall be in accordance with the requirements specified in the order.

§ 5. SUPPLY SHORTFALLS AND COMPLAINTS

1. The Principal shall examine the completeness of delivery immediately upon receipt and determine any defects or damage during transport.

2. Any inconsistencies in delivery, disclosed during unloading, shall be immediately reported to the Supplier within 7 working days of delivery.
3. Reporting defects or damages from different supplies is not allowed.
4. Quality complaints relate to any issues with the quality parameters warranted by the Supplier and shall be reported on the appropriate Complaint form of the Principal or by e-mail.
5. Making a complaint entitles the Principal to withhold payment for goods or their part.
6. The Supplier must handle the complaint within 14 working days from its notification by the Principal. Otherwise, it is deemed justified.
7. If the complaint is justified, the Supplier shall adjust the invoice in terms of incomplete/faulty material or the price offered.
8. In the case of quantity complaints, and, if possible, in the case of complaints relating to damage during transport, the Principal must make an annotation on the waybill stating the type of damage to the purchased goods. This annotation on the waybill must be signed by the driver who completed the delivery.
9. Liability for damages caused during the loading lies with the party who made the loading.
10. The carrier is responsible for securing the cargo during transportation.
11. In the event of complaints arising from poor product quality, defects that occurred during production or the use of products made using the materials of the Supplier, they should be reported immediately after discovery.
12. In the event of any faults, the Principal shall have the right to:
 - a) request to replace defective products for products free of defects, without undue delay, to the place indicated by the Principal;
 - b) request the Supplier to take defective products at its own cost and risk, without undue delay, at the place indicated by the Principal;
 - c) demand a reduction in price for defective products according to their reduced value;
 - d) withdraw from the contract/agreement in whole or in part and return products to the Supplier at his expense and risk, unless the Supplier and the Principal have agreed to use one of the above methods to remedy defects (a), b) or c)).

§ 6. FORCE MAJEURE

1. The Parties shall not bear liability for failure or improper performance of their obligations if this is due to obstacles beyond their control, that are unavoidable or impossible to overcome, and impossible to foresee at the time of conclusion of the contract (in particular: war, internal strife, natural disasters, strikes officially announced by trade unions).
2. Exemption from liability as a result of force majeure is only valid until the circumstances causing obstacles occur.
3. Terms of delivery shall be extended by the period of force majeure and its direct consequences that prevent the execution of obligations.
4. The party who cannot perform its obligations due to force majeure shall inform the other party within 5 days of discovery or from the moment the party should have known about it. Otherwise, it is as if force majeure has not occurred.
5. When force majeure prevents one of the parties from performing its obligations for at least 2 months, the other party may withdraw from the contract.

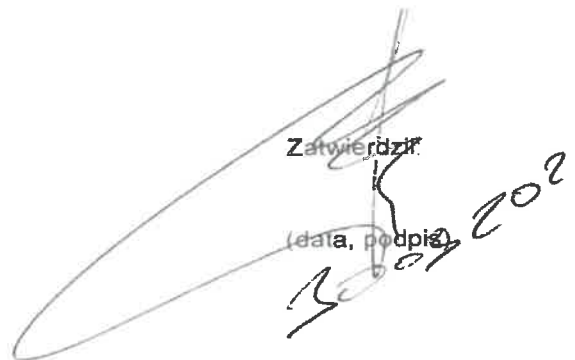
§ 7. FINAL PROVISIONS

1. The Principal shall promptly notify the Supplier in writing of each change of its registered head office or place of residence and of the correspondence address.
2. Lack of notification means that deliveries made to the addresses indicated in the order or in signed contracts or other commercial agreements are considered effective.
3. If individual provisions contained in General Terms of Delivery are legally wholly or partly ineffective, the effectiveness of all other provisions remains unaffected. Such ineffective provisions shall be replaced with valid provisions that correspond to the wishes of the parties signing the agreement. The same applies in the case of an omission.

Prepared by:

Stawomir Łosinski

Zatwierdził:
(data, podpis)
12.07.202

A large, stylized handwritten signature in black ink, written over the printed text 'Zatwierdził:' and '(data, podpis)'. The signature is slanted and appears to be 'Stawomir Łosinski'.

