

General Terms and Conditions for Purchases of Goods to "BOWIM" S.A.

These General Terms and Conditions are applied to all the contracts of sale or delivery of goods where "BOWIM" S.A. is the Buyer (hereinafter jointly referred to as the „Contracts of Sale”), in particular based on the orders placed by "BOWIM", unless the contents of the Order or the Contract of Sale concluded in different procedure (particularly an agreement concluded in writing):

- a) state clearly that their application is excluded entirely,
- b) the Parties agreed in writing terms and conditions different to these General Terms and Conditions,
- c) the Customer specified in the Order terms and conditions (e.g. the payment deadline, price term, delivery base) different to the ones specified in these General Terms and Conditions.

In cases specified in item b) and c) hereinabove, these General Terms and Conditions are applied as far as statements included in writing in the contract or the Order do not agree otherwise or to the extent where their specific provisions are not expressly waived.

Definitions:

„**Applicable Standards**”- all Polish or international standards, norms, usage valid in Poland when the Delivery is executed.

„**Subject of the Contract**” – sale (delivery) of the Goods specified in the Order and the Appendices to the Order.

„**Goods**” – all goods that shall be provided to the Customer by the Vendor within the performance of the Contract.

„**Order**” – the Customer’s Order (including the amendments to the Order) specifying at least the Subject of the Contract and the price, whose remaining terms and conditions are applied from these General Terms and Conditions, delivered in writing by fax or e-mail.

„**Force Majeure**” – any external event, not attributable to human activity, beyond the control of the Party affected by it, that prevents fulfilling the obligations related to this agreement and which could not be foreseen or which could not be prevented or overcome totally or partially assuring the highest degree of professional care and conduct. Force Majeure encompasses especially the following events: an earthquake, a flood, a natural disaster, a widespread disease, an invasion, acts of terror, a sabotage etc.

„**Customer**” - "BOWIM" S.A.

„**Vendor**” – a natural or legal person, private or commercial partnership, to whom the Order to execute the Subject of the Contract is addressed.

„**Contractual Price**” – total net price specified in the contract of sale or delivery.

1. Subject of the Contract of Sale.

- 1.1. The Contract of Sale can be concluded in writing or in the procedure defined in the Civil Code, Book 2, Title 4.
- 1.2. Approving the Customer’s Order, the Vendor is obliged to provide to the Customer the goods specified in the Order and/ or the Appendix to the Order.
- 1.3. The Vendor states and guarantees that the Goods shall be: (i) new at the moment of their delivery to the Customer, i.e. not used and produced not earlier than 6 months before the Contract of Sale was concluded; (ii) suitable for use as defined in the contract and for standard use; (iii) free of faults and defects concerning material, design, construction, production, legal requirements and any other faults or defects (iv) compliant to the technical specification and certificates.
- 1.4. The Customer is entitled to reject the receipt of the Goods non-compliant to the Contract of Sale. Communicating the rejection of the receipt of the Goods, the Customer shall submit relevant justification for this decision. The Goods the receipt of which was rejected shall be considered not supplied.

2. Contractual Price

- 2.1. The Customer shall pay to the Vendor the price specified in the Order (the Contractual Price) for executing the Subject of the Contract correctly and on time. The Contractual Price encompasses the payment for the Subject of the Contract executed at DDP basis according to INCOTERMS 2010.
- 2.2. VAT at the effective rate shall be charged to the Contractual Price.
- 2.3. The Vendor is obliged to inform the Customer about the shipment of the Goods, particularly specifying the means of transport and the specification of the Goods.
- 2.4. The risk of loss of or damage to the Goods shall pass from the Supplier to the Customer upon delivery of the Goods to the place indicated in the Purchase Order, unless the Customer collects the goods from the Supplier’s warehouse, including through a carrier acting on behalf of the Customer.
- 2.5. If the Goods are entrusted to the carrier performing the transport of such goods, the issue shall take place once the Goods have been issued to the carrier to be delivered to the Customer.

3. Terms of Payment

- 3.1. The Contractual Price shall be paid after the execution of the Subject of the Contract.



3.2 The Contractual Price shall be paid into the bank account specified by the Vendor within 60 days from the delivering the VAT invoice to the Customer.

3.3 The proof of delivery signed by the Customer or by an entity indicated by the Customer in the description of the place of delivery of the Goods shall be the basis for issuing the VAT invoice by the Vendor.

3.4 The Customer can suspend the payment due to the Vendor at the amount and for the time that shall be necessary to secure the Customer against damage resulting from incorrect execution of the Subject of the Contract if the incorrectness was not remedied by the Vendor within the time specified by the Customer.

4. Delay and Default

4.1 If the Vendor fails to deliver the goods at any deadline specified in the Contract of Sale, the Vendor shall be obliged to pay to the Customer liquidated damages of 0.2% of the Contractual Price per each day of the delay until the correct execution of the Subject of the Contract. If the delay exceeds 14 days, the Customer is entitled to terminate the Contract of Sale in full or partially within 45 days of the day when the delay exceeding 15 days originated, retaining the right to the liquidated damages and supplementary damages following the provisions of the previous sentence for the period starting on the day of termination.

4.2 If the Vendor does not eliminate the defects in the Subject of the Contract within the time frame specified by the Customer and not shorter than 3 days, the Vendor shall be obliged to pay to the Customer the liquidated damages of 0.2% of the Contractual Price per each day of the delay until the elimination of the defect.

4.3. If the Customer terminates the Contract, the Customer shall be entitled to claim from the Vendor liquidated damages of 20% of the Contractual Price.

4.4. If the damage suffered by the Customer following the delay by the Vendor exceeds the value of the agreed liquidated damages, the Customer shall be entitled to claim the supplementary damages.

4.5. Payment of the liquidated damages shall not release the Vendor from the obligation to execute the Subject of the Contract as agreed and the obligation to eliminate the defects in the Subject of the Contract.

5. Liability for Defects

5.1. The period of statutory warranty for physical and legal defects is 2 (two) years.

5.2. Any non-compliance of the goods to the contract shall be claimed immediately, whereas a claim is considered immediate if it was submitted within 14 days from the day when the defect was identified.

5.3. In case of a Vendor's delay in fulfilling the rights of the Customer following the warranty for the defects exceeding 7 days, the Customer shall be entitled to terminate the Contract of Sale in full or partially within 30 days of the day when the delay originated.

5.4. Evident defects shall be identified within 14 (fourteen) days from the day when the goods were handed over to the Customer, whereas the transportation time shall not be included.

5.5. Any limitation of the periods of time specified in item 1-3 shall be invalid, unless the Customer approves alternative deadlines in writing.

6. Force Majeure

6.1. None of the Parties shall bear responsibility to the other Party for the failure to fulfil an obligation or improper fulfilment of an obligation arising from the contract as far as the failure to fulfil an obligation or improper fulfilment of the obligation shall be a result of a Force Majeure event. Standard changes of market conditions or a fluctuation of the purchasing power of the local currency shall not be considered Force Majeure.

6.2 The Party affected by a Force Majeure event and claiming it shall take necessary measures to prevent or mitigate its outcome and to return to execution of the Subject of the Contract immediately after the cessation of the Force Majeure event.

6.3 The Party claiming a Force Majeure event shall immediately inform the other Party that the execution of the Subject of the Contract was suspended due to Force Majeure. The information about the existence of Force Majeure shall be immediately confirmed in writing, not later than within 2 days from the start of its occurrence and it should contain the proof of its existence, the description of the type of Force Majeure event, the predicted duration of its outcome and the predicted influence of the Force Majeure event at the execution of the contract.

7. Transfer of Ownership

The ownership of goods shall be transferred to the Customer without any constraints on the day when they are handed over to the Customer.



8. Responsibility of the Customer

8.1. The Customer shall not be responsible by contractual damages for the delay or default in the receipt of the goods, whereas their liability for the delay in payment shall be restricted to the statutory interest for the delay in the commercial transactions.

8.2. Any changes of the responsibility principles specified in item 1 shall be null and void, unless the Customer approves other principles in writing.

8.3. The Vendor cannot transfer to any third party the liabilities due to them and resulting from the given contract of sale or delivery without the consent of the Customer in writing.

9. Final provisions

9.1. These General Terms and Conditions are applied to the Contracts of Sale concluded with Vendors who have their official seat on the territory of the Republic of Poland or in other countries.

9.2. In case of circumstances subject to the provisions of art. 385¹§1 of the Civil Code, the Contract of Sale is not concluded solely in the event when the Vendor immediately after the receipt of the Order notifies that they do not intend to conclude an agreement at conditions taking into account the provisions of the regulation hereinabove.

9.3. Pursuant to the provisions of art. 385¹§1 of the Civil Code, the Customer is not bound by the provisions of any templates, regulations or general terms and conditions used by the Vendors as far as they conflict with these general terms and conditions of purchase. In such case appropriate dispositive or semi-dispositive provisions of the Civil Code shall be applied.

9.4. Any disputes arising out of or in connection with the Contracts of Sale, with the Customer as the buyer, shall be settled before a competent court at the domicile of the Customer.

9.5. The governing law for the contracts subject to these General Terms and Conditions is Polish law, whereby the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not be applicable.

9.6. These General Terms and Conditions were drawn in two language versions, in Polish and in English. In the event any interpretation question arises the Polish version shall be binding.

9.8. These General Terms and Conditions shall be binding for the contracts concluded in the Polish language until they are published in the English version.

9.7. These General Terms and Conditions are valid as of the day they are published on the Customer's website.

„BOWIM” S.A.
WICEPREZES ZARZĄDU
Sosnowiec, onmgr.inż. Adam Kidala

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