General Terms and Conditions of Purchase for Eckert AS Sp. z o.o.

1. Definitions

- Ordering Party: Eckert AS Sp. z o.o.
- Supplier: An entity supplying goods or services to the Purchaser.
- Goods: All materials, products or services that are the subject of the order.

2. Orders

- Orders are placed by the Ordering Party electronically, i.e. by email.
- The Supplier is obliged to confirm acceptance of the order in writing within 2 working days of receipt, unless otherwise agreed, to the following email address: zakupy@eckert.com.pl
- Failure to confirm the order within the specified time limit or to an email address other than the one indicated above may be grounds for cancellation of the order by the Ordering Party.
- Acceptance of the general terms and conditions of purchase: Each order placed by the Ordering Party is executed on the basis of these General Terms and Conditions of Purchase (GTCP). Acceptance of the order by the Supplier constitutes full acceptance of the GTCP. Any deviations from the GTCP must be agreed in writing and accepted by the Ordering Party.

3. Priority of the General Terms and Conditions of Purchase

- The provisions of these GPP take precedence over the general terms and conditions of sale, delivery or service provision applied by the Supplier, regardless of the form in which they are communicated, including in cases where they were delivered or published before, during or after the conclusion of the contract.

4. Prices and terms of payment

- The prices specified in the order are fixed prices and may not be changed without the Ordering Party's written consent.
- Payment shall be made in accordance with the terms specified in the order, ~~usually~~ within 30 days of receipt of the invoice and delivery of the goods.

5. Delivery and collection of goods

- The Supplier is obliged to deliver the goods at its own expense within the time limit specified in the order. In the event of a delay, the Ordering Party may demand a contractual penalty.

- The risk of damage or loss of goods shall pass to the Ordering Party upon receipt of the goods at the Ordering Party's premises.
- The Ordering Party reserves the right to inspect the quality of the goods upon receipt. In the event of defects, the Ordering Party has the right to refuse to accept the goods or to demand their replacement.

6. Warranties and liability

- The Supplier guarantees that the delivered goods are free from legal, material and manufacturing defects and comply with the order.
- The warranty period shall be no less than 12 months from the date of sale of the goods to the end customer, but no longer than 18 months from the date of delivery of the goods to the Ordering Party, unless otherwise specified in the order. If the manufacturer offers a longer warranty period, the manufacturer's warranty period shall apply.
- During warranty period warranty the Supplier undertakes to to:

  a) consider the complaint within 7 calendar days, under pain of the complaint being deemed justified

  b) repair or replace defective goods free of charge within 14 calendar days of the date of notification of the defect by the Ordering Party, unless the parties agree on a different date,

  c)) cover all costs related to repair or replacement, including transport, disassembly and reassembly costs,

  d) c) ensuring the availability of spare parts and technical support throughout the warranty period.
- The Supplier undertakes to respond immediately to any complaint – no later than within 1 working day of its receipt – and to deliver the necessary spare parts or commence repair work, regardless of the subsequent decision on the validity of the complaint.
- The Supplier also undertakes to ensure the availability of spare parts necessary for the operation of the goods for a minimum period of 10 years after the end of the warranty period.
- The Ordering Party has the right to:

a) demand a proportional reduction in price if it is not possible to repair/replace the defect within a reasonable time,

b) withdraw from the contract if the defect is significant and cannot be effectively removed.

- Defects revealed after the end of the warranty period, which result from hidden material or manufacturing defects, are also subject to the supplier's liability if they are reported within 30 days of their discovery.
- The supplier's warranty obligations remain in force regardless of any service measures taken by the supplier and do not shorten the warranty period for the entire goods or for the replaced parts.

7. Confidentiality

- The supplier undertakes to keep strictly confidential all commercial, technological, organisational and other confidential information provided by the customer in connection with the execution of the order, regardless of the form in which it is provided (verbally, in writing, electronically or otherwise).
- This obligation includes, in particular:

a) not disclosing this information to third parties, including subcontractors, contractors and business partners of the Supplier, except where this is necessary for the performance of the order and solely for this purpose,

b) ensuring that access to the information is restricted to persons directly involved in the performance of the contract and bound by confidentiality obligations,

c) protecting internal communications conducted as part of cooperation with the Ordering Party against unauthorised access, disclosure or modification of confidential information.

- In the event of unauthorised disclosure, sharing, processing, modification or other violation of the rules for the protection of confidential information by the Supplier or its partners, the Supplier shall bear full responsibility, including for the actions and omissions of its employees, subcontractors, advisors, contractors and other third parties to whom it has granted access to confidential information.
- For each such breach, the Supplier shall be obliged to pay the Ordering Party a contractual penalty of PLN 500,000.00. This penalty shall be payable regardless of the amount of damage suffered and shall be payable within 14 days of the date of delivery of the debit note.
- If the contractual penalty does not fully cover the damage, the Ordering Party shall have the right to claim supplementary compensation on general terms. Regardless of financial sanctions, the Ordering Party reserves the right to pursue claims under generally applicable law.

- The obligation of confidentiality shall remain in force even after the completion of the contract and the expiry of other obligations arising from these General Terms and Conditions of Purchase.

8. Contractual penalties

- In the event of a delay in delivery in relation to the date specified in the order, the Ordering Party shall charge the supplier a contractual penalty of 0.5% of the order value for each day of delay, calculated from the first to the tenth calendar day inclusive. The total amount of penalties charged may not exceed 5% of the total order value.
- The Ordering Party reserves the right to withdraw from the order in whole or in part in the event of delays in delivery, without the need to set an additional deadline.
- The Ordering Party also reserves the right to claim compensation in excess of the value of the contractual penalties charged if the actual damage is higher than the sum of the penalties.
- In the event of circumstances justifying the imposition of a contractual penalty for several cases, the contractual penalties shall not be cumulative.

9. Supplier evaluation

- The Ordering Party reserves the right to conduct periodic assessments of the Supplier in terms of the quality of goods delivered, timeliness of order fulfilment, communication, compliance with requirements and adherence to the terms and conditions set out in these General Terms and Conditions of Purchase.
- The results of the assessment may be communicated to the Supplier in writing. Based on the assessment received, the Supplier undertakes to take improvement measures, in particular in the area of delivery process organisation, product quality, service response and operational cooperation.
- The Ordering Party may make the continuation of cooperation dependent on the results of the supplier's assessment and the effectiveness of the corrective and improvement measures implemented.

10. Applicable law and dispute resolution

- Any disputes arising in connection with the performance of orders shall be settled amicably, and in the event of disagreement, before the court having jurisdiction over the Ordering Party's registered office.
- In matters not covered by the GTC, the provisions of Polish law shall apply.

11. Final provisions

- The Ordering Party reserves the right to unilaterally amend these General Terms and Conditions of Purchase.
- Any changes to the terms and conditions of purchase shall be approved in writing.