

## GENERAL PURCHASING CONDITIONS

applicable in Odlewnia Kutno Sp. z o.o.

### 1. GENERAL PROVISIONS

- 1.1. These General Purchasing Conditions ("GPC") shall apply to the orders placed by Odlewnia Kutno Sp. z o.o., hereinafter referred to as the „Principal“ and they concern respectively supply of materials, raw materials, parts, prefabricates, products or devices, hereinafter referred to as the „Goods“ or services by a third party, hereinafter referred to as the „Supplier“.
- 1.2. GPC constitute standard contract terms within the meaning of Article 384 of the Civil Code and they shall apply to all contracts concluded by the Principal, specified in para. 1(1) and in the purpose related to the object of conducted business activity. They are integral part of each contract concluded by the Principal, unless the Parties agree otherwise.
- 1.3. In case when the Supplier applies and has sent to the Principal his own GPC, these GPC shall prevail.
- 1.4. Any amendments or additions to the contracts, as well as any notices and statements by the Parties regarding the performance of a contract shall be in writing otherwise null and void and submitted to the other party personally or by post, courier service, fax or electronic means.
- 1.5. The order number shall be specified in a delivery notice, an invoice, an acceptance protocol, a delivery note and any other documents of transaction.

### 2. ORDER ACCEPTANCE

- 2.1. Acceptance of each order shall be made in writing and confirmed by the Supplier within 3 days of its receipt. A paper document, fax or e-mail sent by the Supplier to the Principal are considered as written confirmation. Signing of a contract shall mean approval of GPC and undertaking the performance of obligations, that compose the subject matter, in whole.
- 2.2. Order acceptance shall be always confirmed by a person (persons) authorised to represent the Supplier.

### 3. ORDER COLLECTION

- 3.1. Terms of the order collection are specified in the order and they mean the date for delivery of goods (service performance) to the place of delivery or service performance specified in the order. These deadlines shall be strictly observed.
- 3.2. The order collection shall be in accordance with the specification and data indicated in the order.  
Each delivery shall be accompanied with a set of delivery documents. No later than on the delivery date, the Supplier is obliged to provide the Principal with technical documentation relating to the goods, such as operating and maintenance manuals, training manuals, technical datasheets, product safety sheets, mill inspection certificates, certificates of conformity and any other documents which are required by law or necessary for safe use. The documentation shall remain the property of the Principal and it is considered as an integral part of the product delivered.
- 3.3. The Principal reserves the right to terminate the order, either in full or in part, not performed within the period specified in the order with no obligation to pay any damages. Simultaneously, the Principal reserves the right to claim damages against the Supplier on undue performance of the order on general provisions and reimbursements of the expenditure incurred by substitute performance of the order.
- 3.4. The ordered goods shall be delivered by the Supplier to the place specified in the order. Delivery may be rejected if it is not accompanied with the delivery document issued by the Supplier containing the delivery number, specification of the goods, amount, packaging details, weight and place of receipt if it is indicated in the order, certifications, attestations and warranty cards.
- 3.5. The Supplier is responsible for damages arising from each delay, loss or damages caused by faulty labelling, packaging or identification of the shipment. Delivery shall be deemed complete in reference to fulfilment of delivery terms and transferring the risk of an incidental loss or damage to the goods from the Supplier to the Principal at the time of faulty-free, documented receipt of delivery by the Principal in the place agreed.
- 3.6. The Principal is authorised to return to the Supplier at his own cost and risk any shipment delivered before a delivery time or to charge the Supplier with the costs associated with the storage of goods. The risk of damage or loss is borne by the Supplier.
- 3.7. Statutory penalties are established for non-performance or undue performance of the order in the following cases and amounts:
  - 3.7.1. withdrawal from the order performance by the Principal for reasons attributable to the Supplier or by the Supplier for the reasons beyond the Principal's control- in the amount of 10% of the value of the subject of the order;
  - 3.7.2. delay in the order performance in the amount of 0,5% of the value of the subject of the order for each day of delay, it concerns also intermediate deadlines, if the order is carried out in stages;
  - 3.7.3. delay in removal of faults found during reception or within the period of warranty or guarantee in the amount of 0,5% of the value of the subject of the order for each day of delay from the date set by the Principal for removal of faults. The Principal has right to deduct penalties from the Supplier's remuneration.
- 3.8. If the reserved contractual penalty fails to cover the loss incurred, the Principal may claim supplementary damages on general terms and conditions.
- 3.9. In case of the Supplier's delay to perform the order, the Principal may- without losing the right to calculate the statutory penalty and supplementary damages- exercise one or more powers, including:
  - 3.9.1. to demand the order performance in whole or in part;
  - 3.9.2. to purchase the goods from another supplier or outsource service to a third party at the costs and risk of the Supplier;
  - 3.9.3. to terminate the order for reasons attributable to the Supplier without setting additional term by written notice to the Supplier,
- 3.10. Persons, who are performing the order at the Principal's premises are obliged to observe the site regulations, including regulation regarding entering and leaving the site. The Principal is excluded from the responsibility for any accidents that those persons suffered, unless the accident is caused by intentional misconduct of the Principal.
- 3.11. The Supplier is liable for acts and omissions of his employees or representatives and undertakes to take over all liabilities of the Principal toward those persons and to redress any damages caused by faulty acts and omissions of the Supplier's employees or representatives.

### 4. GUARANTEE AND WARRANTY

- 4.1. After completing the order by the Supplier, he provides a guarantee and warranty for goods delivered or service performed for the period specified in the order.
- 4.2. The Suppliers guarantees that the goods are compliant with all agreed specifications and requirements, modern and useful for specific purposes planned by the Principal, free from any defects in design, materials and workmanship, that they shall satisfactorily fulfil the performance requirements expected by the Principal and that they shall meet all applicable statutory requirements and standards, especially those relating to environment, safety and employment, or labour law and regulations. Any representations or warranties included in the Supplier's catalogues, brochures, sales literature and quality systems shall be binding on the Supplier. The Supplier warrant the adequacy of the technical specifications of the Order to meet the specific needs of the Principal, and the Supplier acknowledge having examined those specifications thoroughly.
- 4.3. The Supplier shall provide a guarantee of use of suitable materials, a guarantee of proper design consistent with the purpose of a contract, a guarantee of assembly without extra costs, guarantees for media consumption, productivity and efficiency. If faults of goods delivered appear in the result of the absence of those characteristics, the Principal, at his own discretion may terminate the contract, decrease the price or demand faults of the product being removed at cost of the Supplier.
- 4.4. The warranty period lasts for the period and from the date of completing the order. Liability for guarantee is in accordance with the provisions of the Civil Code. The Principal shall inform the Supplier about faults found in the goods delivered. Faults found at the time of reception and within the warranty period shall be removed by the Supplier within the time specified by the Principal, not shorter than 7days.

Odlewnia Kutno Sp. z o.o.  
Cieszyńska 23 G  
43-170 Łaziska Górne  
Polska

tel. +48 32 35 11 641  
fax +48 32 35 11 640  
sekretariat@odlewniakutno.eu

Zakład produkcyjny  
Skłęczkowska 18  
99-300 Kutno  
Polska  
tel. +48 24 285 00 44  
fax +48 24 254 65 79  
www.odlewniakutno.eu  
www.kutnofoundry.eu

NIP 5252590647  
Regon 147331208  
KRS 0000516281  
BDO 000036667

Kapitał zakładowy 4.000 000,00 zł  
Sąd Rejonowy Katowice - Wschód w Katowicach  
Wydział VIII Gospodarczy KRS



www.lumaautomation.eu

The Principal reserves the right to return at the Supplier cost all defective goods or to require delivery of replacement goods. The Supplier shall undertake all necessary steps to replace or repair faulty goods at his own cost with due care. If the Supplier fails to remove a reported fault in a specified time, the Principal may remove the fault on behalf of the Supplier, at the Supplier's cost, by written notice to the Supplier. This is without prejudice to the right of the Principle regarding the statutory penalties, supplementary damages and suspension of payment of the Supplier's invoices. Furthermore, the abovementioned provisions do not dispense the Supplier from the liability for guarantee.

- 4.5. The Supplier shall give the Principal, no later than on the date of goods delivery, a warranty card.
- 4.6. Irrespective of the rights from guarantee, the Supplier bears liability for warranty towards the Principal in accordance with the provisions of the Civil Code.

## 5. PRICE AND PAYMENT TERMS

- 5.1. Prices given in the Order are constant and are not subject to change, they constitute a full and complete remuneration for the Supplier for goods delivered to a specified place of delivery at the cost of the Supplier, and for all necessary steps to provide the service, without VAT. VAT shall be listed in the invoice at the rate binding as of the day of VAT invoice issue.
- 5.2. Providing that the invoice complies with a specification and order clauses, the payment shall be realised by the Principal in a form of a transfer on the Supplier's bank account indicated in the invoice, within 30 days from the day of delivery of the invoice to the Principal's registered office along with a fault-free acceptance act/ a service providence act, unless otherwise agreed in writing.
- 5.3. In each case an invoice shall be issued on the basis of a fault-free acceptance act, a delivery note or a shipping list signed by the representatives of the Parties.
- 5.4. Payment shall be deemed effected on the day when the Principal's bank account is charged.
- 5.5. If not stated otherwise, one invoice should be issued for one Order and should include, except the information required by law, the following data:
  - 5.5.1. Number and date of the Order,
  - 5.5.2. Description of the content of the delivery/service in accordance with the subject of the Order,
- 5.6. In case when the invoice does not include required information mentioned above, the Principal shall return it to the Supplier. In that case, it is deemed that the invoice has not been delivered and the payment period shall not begin.
- 5.7. If the Parties agreed on electronic delivery of invoices, the Supplier is released from the obligation of sending them in a paper form.

## 6. FORCE MAJEURE

- 6.1. Any Party may withdraw from this Agreement, in the case of a delay that occurred without the fault of any of them. A delay caused by force majeure is an event that could not have been prevented, or with due diligence, foreseen, in particular fire, flood, typhoon, earthquake, epidemics, war, government intervention, restrictions, unusual and violent weather, delays resulting from natural or government causes.
- 6.2. The Party affected by an event beyond its control and which could not have been foreseen or avoided, shall immediately notify the other Party in writing of said event and furnish the other Party with all relevant information and proof relating thereto, and particularly to the period of time in which said delay influences the timely performance of the Order.
- 6.3. The Principal may, during the suspension of the Agreement due to force majeure, provide goods from other sources and reduce the quantities contracted in the Order, if the Supplier was unable to deliver the goods by the extended date indicated. Indication if an additional, extended delivery date may not be necessary if it is obvious that such extended date shall not be met. Additionally, the Supplier is obliged to provide full information on the delay, insurance, emergency plan to any query of the Principal.

## 7. PRODUCT LIABILITY.

- 7.1. The Supplier shall be liable for any infringement, by the Principal, of any patents or other rights of third parties due to the supply and use of the goods.
- 7.2. Unless otherwise specified, the Supplier is liable for compensation for damage suffered by the Principal, which resulted from infringement of safety regulations by the Supplier or from other reasons caused by the infringement of other provisions of law. If the Principal will be held responsible by a client or other third party because of the liability for the product and if the damage results from a defect in the supplied goods, the obligation of compensation for the Supplier occurs when the damage was caused by their fault. The Principal is not entitled to any claim, if damage results from operating faults, maintenance, improper use or as a result of a natural wear.
- 7.3. The Supplier guarantees delivery of goods, parts and elements for their repair, maintenance, or extension during the whole period of an order, including guaranty period, and moreover the Supplier guarantees that the production and distribution shall not be stopped. If the Supplier decides to close down the production of all the goods or their parts after the final date of an order, they shall inform the Principal about that fact on at least one year's notice.

## 8. SUBCONTRACTING

- 8.1. Subcontracting by third parties is allowed when the Supplier informs the Principal about the intention to hire a subcontractor, and the Principal shall give a written consent, otherwise null and void.
- 8.2. The Supplier is liable for actions and omissions of third parties who are involved in performance of the Order to the same extent as for their own actions and omissions.

## 9. CONFIDENTIALITY

- 9.1. All the information resulting directly from the GPC, as well as information received by the Supplier relating to performance of the Order, especially organisational, trade and technical information regarding the Principal and not available to the public, shall be considered by the Parties as confidential and shall not be revealed to third parties. This obligation is not applicable when the revealing the information is resulting from mandatory rules of the law.
- 9.2. In particular, the Supplier undertakes to treat as confidential the information about the volume of trade, prices, discounts, product specifications, logistics agreements, technological data, otherwise the Principal may withdraw from the order for reasons attributable to the Supplier.
- 9.3. The Supplier declares that they shall not use confidential information for other purposes than for performance of the Order and they shall ensure appropriate protection of the information due to their confidential nature. The obligation to keep confidential all the information shall remain in force after performance of the Order and may be repealed only by a written consent, of the Principal otherwise null and void.

## 10. DISPUTE RESOLUTION

- 10.1. For matters unsettled in an order and GPC appropriate provisions of the Civil Code shall apply.
- 10.2. In the event of dispute concerning the interpretation or performance of an order and this GPC, which cannot be resolved amicably, such dispute shall be settled by the court having jurisdiction over the Principal's domicile.

## 11. FINAL PROVISIONS

- 11.1. Without prior written consent of the Principal the Supplier is not authorised to transfer the rights resulting from performance of an order to other party.
- 11.2. This GPC constitute an integral part of an order placed to the Supplier by the Principal. In the event of conflict or inconsistency, the content of an order shall prevail.
- 11.3. All additions and alterations to GPC require a written form, otherwise null and void.