1. PURPOSE
The purpose of these general purchase conditions of equipment and/or services (hereinafter: "General Terms & Conditions") is the determination of the principles and conditions, which are

1.1. registered in the register of entrepreneurs kept by the District Court in Katowice, Commercial
to supply the equipment (hereinafter: 'Equipment') or services (hereinafter: 'Services'). The
terms and conditions of this document (hereinafter: the "General Terms & Conditions") is
determination of the principles and conditions, which are

1.2. in, and without this provision being restrictive, the Supplier shall supply

2. FORM AND CONTENT OF THE CONTRACT
2.1. The purchase order (hereinafter the "Order") shall govern the supply of Equipment and Services by the Supplier to the benefit of the Purchaser. The Supplier shall consist of the documents

2.2. The Supplier shall be bound by the General Terms and Conditions, specified in the Order (hereinafter the "Special Conditions"), - the Specifications (technical, quality, logistic, etc.) attached in the Order (hereinafter the "Specifications")

2.3. All performance of the Order and especially the fact of proceeding to the design, manufacture, delivery, invoice or supply of Equipment or/and Services, shall involve the

2.4. In case of compliance with the principles and conditions, specified in the Order, the Supplier shall only bear the any losses occurred on the delivery to the Purchaser, which may come to their knowledge in the

3. EFFECTIVE DATE – TERM
3.1. Subject to the provisions of Article 2.2, the Order shall come into force once the Purchaser has acknowledged receipt of the Order signed by the Supplier. The Purchaser undertakes to return to the Supplier the acknowledgement of receipt of the Order within ten (10) working days from the date of delivery of the equipment or/and services, and if not returned within this

3.2. Unless stated otherwise in the Order, the deadline for the performance of Equipment or/and Services, as stipulated in the Order, shall be determined by the Supplier in accordance with the

4. ORDER PERFORMANCE
4.1. The Supplier shall deliver the Equipment and/ or perform the Services in accordance to the

4.2. The Supplier shall request from the Purchaser in due time, any approvals and

4.3. In accepting the Order, the Supplier expressly acknowledges having received complete documentation and any instructions and recommendations

4.4. The performance deadlines may only be extended or reduced through an amendment to the

5. RESPONSIBILITY – TESTING
5.1. The Purchaser, who may be accompanied by any person appointed thereby, may at any
time or periods of the performance of Services and/ or delivery of the Equipment, as mentioned in the

5.2. The Purchaser, who may be accompanied by any person appointed thereby, shall have the right to be present during the
tests shall provide the Purchaser with official reports of the corresponding
tests and the Purchaser shall be notified thereof

6. TRANSPORTATION – PACKAGING
6.1. In the event of non-compliance with the formalities imposed by the said Regulation, the

7. DELIVERY AND LEAVE DATE
7.1. In case of receipt of the delivery notes, defects

7.2. The tests (first article inspection, first mounting inspection, static and dynamic tests,

8. COMPLIANCE REQUIREMENTS
8.1. The Supplier shall comply with the Specifications and/or performance requirements

8.2. The Purchaser, who may be accompanied by any person appointed thereby, shall have the right to be present during the
tests shall provide the Purchaser with official reports of the corresponding
tests and the Purchaser shall be notified thereof

9. PAYMENT
9.1. If the Order provides acceptance tests for Equipment and/ or the result of Services, after their completion and/or delivery to the Purchaser, the acceptance of the Order shall be completed

10. CONFIRMATION OF VALUE ADDED TAX
10.1. The Supplier hereby submits to the Purchaser an irrevocable offer for the purchase of

11. PENALTIES FOR DELAY
11.1. For any delay, between the dates or delivery deadlines for the delivery of the Equipment and/or performance of the Services specified in the Order, except for reasons attributable to the Purchaser, the latter is entitled to apply penalties, without any prior notice or warning, which shall be

11.2. Unless stipulated otherwise in the Order, the penalties mentioned here above shall be applied in the case of delays in the delivery of the Equipment and/or the performance of the Services, exclusive of Value Added tax, for each part or partial complete week of the delay, limited in the amount of five percent (5%) of the contractual value of the Equipment or Services, unless

11.3. In the event of compliance with the conditions imposed by the said Regulation, the Supplier shall undertake to compensate any damage that may result thereof.

12. FREE DISPOSAL OF MATERIAL BY THE PURCHASER
12.1. At the end of the campaign, the equipment, models, models, jigs and fixtures, accessories or others (hereinafter the "Material"), which may be made available to the Supplier or purchased by the Purchaser and which they do not use, the Purchaser shall be entitled to sell to the

12.2. The Supplier shall fulfill at his own expense, all formalities and obligations imposed by

12.3. The Purchaser is entitled to dispose of the Equipment and/or Services, in the case of

13. COMPLIANCE TERMS
13.1. The Supplier shall comply with the Specifications and be suitable for the use they are expected. They shall also satisfy the usual quality criteria as well as the current standards and legislation in force. The Equipment shall be delivered in a state of full compliance with the specifications, and shall be

13.2. Any damage or destruction of Materials that may occur due to improper use or negligence by the Supplier shall be repaired at the later’s cost. Without prejudice to the

14. GOODS OR SERVICES SUBJECT TO ACCEPTANCE
14.1. Regardless of other provisions the ownership of the Equipment and/or Services delivered according to the Order shall not pass to the Purchaser until they have been accepted by the

14.2. If, at the delivery of the Purchaser’s or any other party agreed between the parties, the Equipment and/ or the result of the Services are considered as non-compliant, the Purchaser shall be entitled to request the Supplier to immediately supply Equipment and/ or Services complying with the

14.3. If, at the delivery of the Purchaser’s or any other party agreed between the parties, the Equipment and/ or the result of the Services are considered as non-compliant, the Purchaser shall be entitled to request the Supplier to immediately supply Equipment and/ or Services complying with

14.4. If the Supplier receives the acceptance certificate in due course from the Purchaser, the

14.5. The Supplier hereby submits to the Purchaser an irrevocable offer for the purchase of

15. TRANSFER OF TITLE – TRANSFER OF RISKS
15.1. Provided that compliance with the conditions imposed by the said Regulation, the Supplier shall be entitled to sell to the

16.1. The Supplier hereby submits to the Purchaser an irrevocable offer for the purchase of

16.2. The Supplier hereby submits to the Purchaser an irrevocable offer for the purchase of

16.3. The Supplier hereby submits to the Purchaser an irrevocable offer for the purchase of

17.1. If the Supplier is not certain that the results of the Services or Equipment that it shall deliver are in compliance with the conditions imposed by the said Regulation, the Supplier shall

17.2. If the Supplier is not certain that the results of the Services or Equipment that it shall deliver are in compliance with the conditions imposed by the said Regulation, the Supplier shall

18. NON-COMPLIANCE – REFUSAL OF DELIVERY
18.1. Non-compliance means a difference of compliance with contractual requirements as specified in the Order and/or the Special Conditions, if

18.2. In case the Purchaser receives the results as non-compliant, the Supplier shall carry out the necessary actions aimed at their improvement, which

19. CONCLUSION OF CONTRACT
19.1. If, in case of any request of any kind or in case of assurance, the Supplier shall not have complied with the conditions imposed by the said Regulation, the Supplier shall not be

20. SIGNATURE OF THE ACCEPTANCE CERTIFICATE
20.1. If the Purchaser signs the acceptance certificate, this act shall be evidence of the

20.2. If the Supplier does not object to the acceptance certificate within seven (7) days from the date of delivery of the Equipment, the Purchaser shall be entitled to submit to the

20.3. The Supplier’s failure to receive the acceptance certificate as intended by the Order, shall be considered as acceptance of the Equipment and Services. The Supplier undertakes to comply with the conditions imposed by the said Regulation, the Supplier hereby submits to the Purchaser an irrevocable offer for the purchase of
17.5. The Purchaser shall have the right to the substitute performance of this obligation without a separate consent of the Supplier and remaining under their administration and hierarchical control.

18. INTELLECTUAL PROPERTY

18.1. The Supplier shall have the right to use the inventions, models and designs created in connection with or on the tools, documents and other information, regardless of the medium they are on, in order to perform the Order and for the purposes other than for the performance of the Order determined in the Order while the delivery is considered affected by the defect, which leads to Supplier's, at the Purchaser's discretion, repairing all the delivered Equipment or replacing all the delivered Equipment to the Purchaser.

18.2. The Purchaser shall not copy nor reproduce, in full or in part, any Confidential Information supplied by the Purchaser without the prior written permission of the Purchaser, with the exception of copies that may reasonably be necessary for the performance of the Order.

18.3. The Supplier shall in no case use the existence of the Order for advertising, promotional or similar purposes, without the prior written consent of the Purchaser.

18.4. The provisions of the present Article shall remain in full force throughout the term of the Order and for five (5) years after the termination or expiration of the Order.

19. HEALTH AND SAFETY

19.1. The Supplier shall be obliged to provide the Purchaser with full documentation concerning the models, designs and inventions determined in the agreements concluded with or on the suppliers or the employees of the Suppliers. The Purchaser shall be entitled to request the relevant provisions in this scope in the agreements concluded with or on the employers of the Suppliers.

19.2. Upon their acquisition, the Supplier shall transfer all proprietary copyright relating to the work created in connection with performance of the Order in the following fields of art (i) recording on any carriers available at the moment of Order conclusion as well as on any carriers allowing for the use by means of the computer, internet and similar types of multimedia techniques, (ii) reproduction with the use of any techniques available at the moment of Order conclusion including offset, photocopy, digital and audio-visual techniques, (iii) the carriers determined in section (i), introduced into the circulation in (iv) entry in any type of non-convertible computer memory as well as in any carrier, (v) displaying, exhibiting, making public, including in the form of television, radio and in any other similar manner of reproduction of the reproductions regardless of the form of their technique and reproducing and making public of the whole or any part of the Order, (vi) exhibiting or making public of the works of minor or minor carriers by means of wired or wireless vision by means of a ground station or via a satellite, (vii) public disclosure in such a way that everybody may have access to them in a selected place and at a selected time.

19.3. The Supplier shall be entitled to revoke the exclusive right to the exclusive right to the performance of the Order.

19.4. The Supplier shall also undertake to transfer to the Purchaser the ownership of carriers on which the work was recorded.

19.5. All rights defined above will be transferred under remuneration due to the Supplier, with the exception of the Carrier restrictions.

19.6. The Supplier assures the author, that the Inventions, including the Supplier, will not exercise against the Purchaser or their successors the personal copyright vested to them in relation to the work performed in connection with or on the Order, and in particular (i) the right to the author's supervision before the execution and in the course of the work performed under the Order.

19.7. If a work performed under the Order the Supplier uses any objects or software being subject to copyright protection, without the agreement of the third parties, the Supplier shall be obliged to make all efforts in order to prevent infringement of these rights. The Supplier shall bear full liability for claims or damages or other claims made by the third party to the Supplier or their successors or by the Purchaser or their successors.

19.8. If within performance of the Order the Supplier uses any objects or software being subject to copyright protection, without the agreement of the third parties, the Supplier shall be obliged to eliminate the infringement and its effects at their own expense in the reasonable time of the order. If the Supplier fails to perform the obligation, the Supplier shall be liable for any claims or damages made by the third party to the Supplier or their successors or by the Purchaser or their successors.

19.9. The Supplier shall be the producer of the databases created, verified or presented in connection with delivery of the Equipment and Services determined in the Order while the exclusive right to the exclusive right to the performance of the Order.

19.10. If an Endemic Defect on the same part or the same Equipment is repaired, the period of the guarantee shall be extended as determined in the Order.

20. SUSPENSION — TERMINATION

20.1. The Purchaser reserves the right to suspend the performance of the Order at any time through notification made by registered letter with acknowledgement of receipt sent to the Supplier. In such a case, the Supplier may claim that suspension shall be restricted to the work, including the (i) temporary or (ii) permanent suspension determined in the Order before the suspension, and the exclusion of any indirect damage including loss of profit. After thirty (30) calendar days from the date of the suspension the Supplier has the right to terminate the Order or to withdraw from the Order and to demand any compensation for the performance not yet accomplished, including the amount of expenses made or remaining under their administration and hierarchical control.

20.2. The Supplier may terminate the Order if (a) within fifteen (15) calendar days following the reception of an official notification sent by registered letter with acknowledgement of receipt from the Purchaser concerning the non-compliance of the Supplier with the rights defined under the order or (b) the Supplier has the right, at their discretion, to terminate or withdraw from the entire Order at any time if during their performance it becomes apparent that the subject of the Order will be rejected, in whole or in part, by the end user of the Equipment and Service.

20.3. The Purchaser may terminate the Order for convenience with one (1) months’ notice, merely by sending a registered letter with acknowledgement of receipt to the Supplier.

20.4. The Purchaser may terminate or withdraw from the entire Order or the outstanding part or if there is a corresponding Order that exists between the Purchaser and the end user of the Equipment and Services and that this Order has been terminated or withdrawn.

20.5. Any liability of the Purchaser for the unfounded termination or withdrawal from the Order is limited to actual and justified costs understood as duly incurred costs, and shall be reduced to the justified amount, for the performance of the Order until its termination of withdrawal from it, provided that the Supplier has fulfilled their obligations and shall otherwise have no right to demand the amount of means of avoiding or recovering them. In no case may this compensation exceed the amount of the Order.

20.6. The Supplier shall introduce into their own orders or sub-contracting contracts linked to the Order, similar provisions to those contained above in order to limit as much as possible the effects of possible damage.

21. TAXES AND DUTIES

21.1. The Supplier shall be responsible for payment of any types of taxes, duties and premiums, to the payment of which it is obliged due to delivery of the Equipment or provision of the Services.

21.2. The Purchaser shall be entitled to deduct any taxes, premiums and similar charges from the payments due to the Supplier under the terms of the Order if the Supplier fails to provide the Purchaser with the necessary certificates confirming exemption from such type of charges.

22. ASSIGNMENT AND SUB-CONTRACTING

22.1. The Supplier may not sub-contract the production of the Equipment and or Services unless the Supplier has provided their consent in writing and in advance. The sub-contracting restriction shall not apply, however, in the case of sub-contracting new means of avoiding or recovering them. In no case may this compensation exceed the amount of the Order.

22.2. The Supplier may not sub-contract the production of the Equipment and or Services unless the Supplier has provided their consent in writing and in advance. Upon their acquisition, the Supplier shall transfer all proprietary copyright relating to the work created in connection with performance of the Order, signed in Vienna in 1980 is expressly excluded.

23. SUSTAINABLE DEVELOPMENT

23.1. The Supplier acknowledges having read and being fully aware of the Charter for sustainable development adopted by the United Nations, signed in Vienna in 1990 is expressly excluded.

24. FORMAL MAJURE

24.1. If the performance of a contractual obligation is prevented, restricted or delayed by a force majeure event, assuming that the Supplier's responsibility is formed based on the principle of risk, the party on whom the obligation is incumbent shall be exempted from any liability resulting from this prevention and the deadlines it shall have been given for the performance of the performance shall be extended accordingly.

24.2. The parties that is an event of an event of force majeure shall inform the other parties in writing within five (5) working days from the occurrence of the event that constitutes force majeure and shall take every reasonable step to minimize the consequences of such a situation. Should any party fail to do so, they may be subject to a penalty or a limit in a possible delay in delivering the Equipment and or performing the Services.

25. LOSS AND/or DAMAGE

25.1. Any loss and/or damage occurring to the Equipment and Service, subject of the Order will be rejected, in whole or in part, by the end user of the Equipment and Service.

25.2. The Purchaser may terminate the Order for convenience with one (1) months’ notice, merely by sending a registered letter with acknowledgement of receipt to the Supplier.

25.3. The Purchaser may terminate or withdraw from the entire Order or the outstanding part if there is a corresponding Order that exists between the Purchaser and the end user of the Equipment and Services and that this Order has been terminated or withdrawn.

26. TAXES AND DUTIES

26.1. The Supplier shall be responsible for payment of any types of taxes, duties and premiums, to the payment of which it is obliged due to delivery of the Equipment or provision of the Services.

26.2. The Purchaser shall be entitled to deduct any taxes, premiums and similar charges from the payments due to the Supplier under the terms of the Order if the Supplier fails to provide the Purchaser with the necessary certificates confirming exemption from such type of charges.

27. ASSIGNMENT AND SUB-CONTRACTING

27.1. The Supplier may not transfer the rights and obligations resulting from the concluded Order in their entirety or in any part to any other entity without prior written consent of the Purchaser.

27.2. The Supplier may not sub-contract the production of the Equipment and/or Services unless the Supplier has provided their consent in writing and in advance. Upon their acquisition, the Supplier shall transfer all proprietary copyright relating to the work created in connection with performance of the Order, signed in Vienna in 1980 is expressly excluded.

28. SUSTAINABLE DEVELOPMENT

28.1. The Supplier acknowledges having read and being fully aware of the Charter for sustainable development adopted by the United Nations, signed in Vienna in 1990 is expressly excluded.