

ZAMET Group General Terms and Conditions of Purchase

Applies to ZAMET S.A. and subordinate entities
version valid from December 1, 2023.

Terms and conditions of purchase:

1. These terms and conditions apply to all orders for services, goods, products and other, placed by the Purchasing Department of ZAMET (hereinafter: the Ordering Party), regardless of whether as a result of its acceptance for implementation a contract for the provision of services, work, supplies, construction works or other will be concluded. In such a case, the term "Contractor" shall refer to the Contractor, Service Recipient, Contract Recipient, Supplier, etc. respectively.
2. The Ordering Party reserves the need for written confirmation of acceptance of this order for execution by a person authorized to act on behalf of the Supplier, within seven (7) days from the date of its receipt. In the absence of confirmation, this order does not bind the parties.
3. Any changes to the subject of the order may be made after obtaining the prior written consent of the Ordering Party.
4. The Contractor undertakes to execute the order within the time specified in the order. In the event of a delay in the execution of the subject of the order or removal of the defect during the warranty or guarantee period, the Ordering Party will be entitled to demand from the Supplier a contractual penalty in the amount of 1% of the value of the subject of the order, calculated for each day of delay, but not more than 15% of the value of the subject of the order, provided that the Ordering Party is entitled to claim additional compensation if the damage exceeds the amount of the stipulated contractual penalty.
5. Notwithstanding the stipulated contractual penalty, as well as without prejudice to the rights vested in the Ordering Party by law, in the event of the Supplier's delay in delivering the subject of the order or documentation specified by the Ordering Party, lasting more than 7 days, the Ordering Party has the right, at its own discretion, to withdraw from this contract in part or in whole, without setting the Supplier an additional deadline for the performance of the contract or has the right to complete the performance of the subject of the order in place of and at the expense of the Supplier (substitute performance) without the need to obtain prior authorization of the court.
6. The Contractor is obliged to provide, along with the subject of the order, documents that are required by law or relevant standards or which have been specified by the Ordering Party (e.g. attestations, tests, certificates, etc.).
7. Acceptance of the subject of the order takes place after the delivery of the subject of the order and the required documentation. In the event that the Ordering Party finds deficiencies, non-conformities with the order or other irregularities in the scope of documentation, the Contractor is obliged to supplement and/or remove any non-conformities immediately, no later than within three days from the date of the Ordering Party's objections to the documents.
8. The Contractor undertakes to properly pack and secure the goods before their shipment. The costs of packaging and shipping are included in the remuneration (price) unless the parties have agreed otherwise. In the event that the Ordering Party has specified special packaging and/or shipment conditions in the order, the Contractor undertakes to apply them.
9. If the Ordering Party has stipulated in the order the need to conduct acceptance activities before the shipment of the ordered goods and/or assortment, in this case the Contractor undertakes to notify the Ordering Party of its readiness to conduct acceptance activities at least three days in advance. In this case, the shipment of the goods takes place after prior acceptance activities at the Supplier by the representative of the Ordering Party, stating the readiness of the goods for shipment. In the cases specified by the Ordering Party, acceptance activities before shipment may be conducted on the basis of photographic documentation prepared by the Supplier and provided to the Ordering Party as proof of proper preparation of the goods for shipment. If, during the analysis of the received photographic documentation, the Ordering Party finds non-conformities, the Contractor is obliged to immediately remove the non-conformities found and provide the Ordering Party with evidence of their removal. The goods shall be released for shipment after written confirmation of this fact by the Ordering Party's representative.
10. Acceptance of the subject of the order must be confirmed in writing. In the case of delivery of the goods by the Supplier, it is assumed that the person authorized by the Supplier to sign the documents related to the receipt of the subject of the order is the person delivering the goods.
11. Any acceptance activities, including quality acceptance conducted by the Ordering Party's quality control services, do not release the Supplier from liability for the delivery of the subject of the order in accordance with the contract (order) and for defects in the delivered goods.
12. The Contractor declares that the subject of the order will be free from defects and faults at the time of its delivery to the Ordering Party and that it will meet the requirements specified by the Ordering Party, in

- particular that it will comply with the attached technical documentation and standards applicable or referred to by the Ordering Party in this order.
13. For the delivered assortment, the Contractor provides the Ordering Party with a quality guarantee, for a period not shorter than the period of quality guarantee provided by the manufacturer of the product, but not shorter than 24 months from the date of receipt of the subject of the order by the Ordering Party. If the Ordering Party has specified a longer warranty period in the content of the order, in this case the deadline specified by the Ordering Party shall apply.
 14. The Contractor is liable to the Ordering Party under the warranty for defects in the sold and/or delivered assortment for a period at least equal to the quality guarantee period, but not shorter than 24 months from the date of receipt of the subject of the order by the Ordering Party.
 15. The Contractor's liability under the warranty for defects includes liability for defects in the assortment and the consequences of these defects.
 16. The Parties agree that the lack of immediate qualitative or quantitative control of the sold and/or delivered assortment after delivery to the Ordering Party does not exclude the Contractor's liability under the warranty for defects, provided that the Ordering Party reports a defect in the assortment immediately after its detection, during the warranty period.
 17. Notifications of defects and/or faults shall be made in writing to the Contractor's address or by e-mail to the Contractor's e-mail address.
 18. Replacement of the defective goods with new ones or removal of the defect should take place within 7 days from the date of notification by the Ordering Party. The Ordering Party shall have the right to make a decision on the replacement of defective goods or their repair, or to withdraw from the contract or to request a price reduction.
 19. The Ordering Party may remove, on behalf of the Contractor and at its expense, defects not removed by the Contractor within the prescribed period, without losing the rights under the guarantee and warranty, without the need to obtain prior authorization of the court.
 20. The Contractor shall not refuse to remove defects in the subject of the order regardless of the amount of related costs.
 21. Without prejudice to the rights under the law or this contract, in the event of a significant, irremovable defect in the assortment, the Ordering Party is entitled to withdraw from the order with the effect of *ex tunc* (with the restoration of everything to its previous state) or request the performance of the service for the second time. However, if restoration to the previous state is technically impossible or would be pointless for economic reasons, the Ordering Party may demand a reduction in the contractual remuneration and compensation for the damage. A defect, the removal of which would be associated with a disproportionately high effort, is also considered irremovable.
 22. In the event of an insignificant, irremovable defect, the Ordering Party may request an appropriate reduction in the contractual remuneration / price.
 23. The remuneration for the performance of the contract is a lump sum within the meaning of Art. 632 § 1 of the Civil Code, and in the case of sale, the price is invariable and fixed, unless the parties have agreed otherwise and this has been stated in writing under pain of nullity. The remuneration or price shall be payable by the Ordering Party to the Contractor by bank transfer, to the account specified in the invoice issued by the Contractor, after delivery of the given assortment, within 30 days from the date of delivery of the invoice, unless the parties have agreed otherwise. The date of payment of the remuneration shall be the date of debiting the bank account of the Ordering Party. The payment deadline is calculated from the date the Ordering Party receives the invoice issued after receipt of the complete goods delivery together with the required certificates and other documents. Unless otherwise agreed in writing under pain of nullity, the agreed prices are fixed until the end of the contract and are not subject to indexation, in particular they are not subject to indexation due to changes in labour costs, material costs or other costs. The above applies to lump sum, unit and hourly paid prices. The agreed prices include all taxes, fees, levies, import duties, mark-ups and mandatory contributions to organizations representing interests or similar institutions (hereinafter referred to as "fees") collected in the country or other country in connection with the conclusion and implementation of the contract.
 24. The Contractor declares that the bank account specified in the invoice that is competent to receive payment will be on the so-called white list on the payment date (Art. 96b of the VAT Act). Otherwise, the Ordering Party reserves the right to pay to one of the Contractor's accounts located on the so-called white list on the date of the transfer order. The Parties agree that the lack of at least one Contractor's account included in the so-called white list is tantamount to granting a discount of 20% of the order value.
 25. The Ordering Party informs that in accordance with the adopted policy it conducts the payment using the split payment mechanism. In the case of orders expressed in a foreign currency, the Parties confirm that the amount of VAT will be settled in PLN in the amount shown on the invoice issued by the Contractor.
 26. In correspondence (including invoices, delivery notes, etc.), it is required to make reference to the Ordering Party's order number and to provide prices in the delivery notes under pain of returning the delivered goods.

27. Receivables resulting from the order, including damages and interest, cannot be traded (assignment, sale), in accordance with Art. 509 of the Civil Code, without the written consent of the Ordering Party under pain of nullity.
28. The Ordering Party shall be entitled to demand from the Supplier payment of a contractual penalty in the amount of 15% of the value of the subject of the order in the event of withdrawal from the order accepted for execution for reasons attributable to the Supplier, provided that the Ordering Party is entitled to claim additional compensation if any damage exceeds the amount of the stipulated contractual penalty.
29. If the subject of the order are services or construction works, entrusting part of the works by the Contractor to a subcontractor requires the prior written consent of the Ordering Party. The Contractor is responsible for the activities of subcontractors.
30. If the subject of this order are works within the meaning of the provisions of the Act on Copyright and Related Rights, or if in the performance of this order the Contractor provides the Ordering Party with any materials constituting a work, the Contractor, as part of the remuneration resulting from the implementation of the subject of the order specified in this order, transfers to the Ordering Party the proprietary copyrights to the work or works covered by this order, with the right to dispose of them and exercise derivative rights by the Ordering Party without restrictions in time and without territorial restrictions, in all known fields of exploitation, in particular: in the scope of recording and reproduction of materials – production by any technique, including printing, reprography, magnetic recording and digital technology, and recording the work on any image media available at the time of conclusion of the contract, including any magnetic media enabling operation using a computer, the Internet and various types of multimedia techniques; reproduction using any techniques available at the time of conclusion of the contract (including digital and audiovisual techniques), entering into computer memory or other type of permanent or non-permanent memory, in the scope of trading the original or copies - placing on the market, lending, renting the original or copies, in the scope of disseminating the work in a manner other than specified above – public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, as well as making the work publicly available in such a way that everyone can have access to it at a place and time chosen by them, in the scope of translation, adaptation, change of layout or any changes, including changes to the content and graphics.
31. If the subject of this order is research or development work, any work results obtained by the Supplier as part of the performance of this order shall be vested in the Ordering Party. If an invention or utility model is made during the performance of the order, the Ordering Party has the right to submit a solution for protection to the Patent Office.
32. This order is subject to the jurisdiction of the Polish courts and is subject to the provisions of Polish law, unless the Parties have agreed otherwise and this has been stated in writing under pain of nullity.
33. Any disputes that may arise between the Parties in connection with the performance of this contract shall be settled by the court competent for the seat of the Ordering Party, provided that the provisions of law allow the application of the extension clause. In other cases, the applicable provisions of Polish law shall apply.
34. Information regarding this order, as well as information provided in connection with this order or regarding the content of the attached documents, in particular: all technical documentation (including: technical documents, factsheets, technological sheets, technical drawings and solutions used in them), the content of this order, information about the organization of the enterprise, constitute a business secret of the Ordering Party within the meaning of the Act of 16 April 1993 on combating unfair competition. Acceptance of this order is tantamount to the Supplier's obligation to take action to protect the received information constituting the Ordering Party's business secret against unauthorized use, disclosure or dissemination, in particular not to make this information available to third parties and not to disclose it in any way, without prior written consent of the Ordering Party, under pain of nullity, as well as not to duplicate it and use it only in a justified manner, as it results from the content of the legal relationship.
35. The Parties jointly declare that, without prejudice to the rights under the law or this contract, acting pursuant to Art. 395 § 1 of the Civil Code, they reserve the contractual right for the Ordering Party to withdraw from each of the orders placed (with ex nunc effect), whereby the Ordering Party may exercise this right within 120 days from the date of placing a given order. In order to exercise the contractual right of withdrawal by the Ordering Party pursuant to § 1 above, it is necessary for the Ordering Party to submit to the Contractor, within the time limit referred to in §1 above, a written declaration of withdrawal. In the event that the Ordering Party exercises the contractual right of withdrawal, the Contractor shall immediately cease further works. The Parties shall immediately make an inventory of the works performed, and the Ordering Party shall pay the Contractor for all works, deliveries and services performed until the date of receiving the withdrawal declaration. In such a case, the Contractor shall not pursue any other claims against the Ordering Party.
36. The Contractor undertakes to perform orders in compliance with the law, recognized national and international standards, including the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights, the principles and rights set out in the eight fundamental conventions indicated in the Declaration of the International Labour Organization on Fundamental Principles and Rights at Work and the principles and rights set out in the International Charter of Human Rights, in relation to all relevant aspects relevant to sustainable development, including:

- human rights,
 - working environment,
 - employment and relations with employees,
 - climate and environment,
 - combating corruption,
 - prevention of conflicts of interest,
 - protection of clients' interests,
 - science, technology and innovation,
 - protection of fair competition,
 - lawful taxation,
 - counteracting money laundering and terrorism financing.
37. The Contractor undertakes to comply with the ZAMET Group Code of Ethics for Suppliers, which is available at the indicated address: <https://www.zamet-industry.com.pl/dostawcy/zasady-wspolpracy/ogolne-warunki/>
38. The Contractor declares that it has read the ZAMET Group Code of Ethics available at the indicated address <https://zametsa.com/o-nas/nasze-zasady/compliance/> and declares that it recognizes the principles and standards resulting from it and undertakes to comply with them.
39. The Contractor undertakes to submit a declaration on the status of the entrepreneur, in accordance with the provisions of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, as amended. The declaration form is available on the Ordering Party's website, in the Supplier's tab.
40. Acting on the basis of the provisions of Art. 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, as amended, the Ordering Party declares that it has the status of a large entrepreneur within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Article 107 and 108 of the Treaty.
41. The Administrator of any personal data is Zamet Industry Sp. z o.o. with its registered office in Piotrków Trybunalski, at 38b Romana Dmowskiego Street, EU VAT NO 7712894552, REGON 368599598, KRS 0000897010, BDO 000039329. In case of any questions related to the processing of personal data, the Contractor may contact the Ordering Party by e-mail: ochronadanych@zametsa.com and in writing to the address of the registered office. The personal data is processed in order to conclude and perform the contract pursuant to Art. 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council and the legitimate interests pursued by the administrator of Art. 6(1)(f) of Regulation (EU) 2016/679 of the European Parliament and of the Council in connection with the management, planning and organization of work, protection of the Company's property. The personal data will not be subjected to automated decision making, including in the form of profiling. The personal data will be stored for the period required by applicable law and the time required to establish, pursue or defend claims. The image recorded on video surveillance will be stored for a maximum of 1 month. The recipients of the data may be entities providing IT services, entities providing physical protection services for the facility and other entities authorized on the basis of separate legal provisions. The Contractor has the right to request access to their personal data, its rectification, deletion, or restriction of the processing, as well as the right to submit an objection against the processing and the right to transferring the data. Providing personal data is voluntary, but necessary for the conclusion and performance of the contract. Therefore, if it is not provided, it will prevent the conclusion of the contract in question. The Contractor has the right to lodge a complaint with the supervisory authority, which in Poland is the President of the Office for Personal Data Protection.
42. This order may be accepted for implementation only without reservations, in accordance with Art. 681 § 2 of the Civil Code. Any objections made in response to this order, including any general terms and conditions applicable to the Supplier, shall be binding only if confirmed by the Ordering Party in writing under pain of nullity. Commencement of this order by the Supplier means its acceptance without reservations, unless the parties have agreed in writing, otherwise being null and void, to apply other terms and conditions as indicated in the previous sentence.
43. Due to the provisions and requirements of ISO 9001, 14001 and ISO 45001, the Ordering Party reserves the right to conduct a control audit in the Contractor's company in these areas. If necessary, the Contractor will receive a detailed program of such an audit from the Ordering Party and the date will be mutually agreed in advance.
44. The Supplier undertakes to comply with the legal provisions in force in the European Union governing restrictive measures against the Russian Federation, including trade sanctions, in particular, it undertakes that the products and goods supplied by it listed in Council Regulation (EU) No 833/2014, as amended on 6 October 2022 (Article 3g(1)(D) - Annex No. XVIII), will not come from the Russian Federation and will not contain products, materials or raw materials subject to sanctions restrictions.
45. The Contractor is obliged to provide, no later than on day after first delivery actual safety data sheet for chemical substance or mixture included in the order.