

## General Terms and Conditions of Purchase - Warwin S.A.

### 1. General Terms And Conditions of Purchase

The purpose of these "General Terms and Conditions of Purchase", hereinafter referred to as GTCs, is to establish fair and clear terms and conditions of cooperation between WARWIN S.A., hereinafter referred to as WARWIN or the Ordering Party, and the Supplier, hereinafter referred to as the SUPPLIER, together hereinafter referred to as the PARTIES.

### 2. Orders

2.1 Only designated persons are authorised to place orders with WARWIN.

2.2 In the event of a change in the person placing the order from WARWIN's side, the Supplier is obliged to verify the authorisation of the new person to place orders.

2.3 Orders shall be placed exclusively:

- In electronic form - by default
- By telephone - by way of exception (should be followed up with a written/electronic order within 7 days)

2.4 Orders placed electronically **must contain at least all of the following:**

2.4.1 In the title and body of the email: the words "Orde rXYZ/ABC/RRRR", where:

**XYZ** – means the consecutive internal number of the person placing the order

**ABC** - means the internal designation of the ordering person on the part of WARWIN

**RRRR** – means the year of the order

2.4.2 In its content, it must include the **subject matter of the order**, or a reference to the offer, which clearly indicates the subject matter and scope of the goods or services to be procured.

2.4.3 In its content, it should include the **price/cost of the order** or a reference to the offer from which the price of the goods or services to be procured clearly derives, or a clear indication of 'price as the last price or lower' if there is a reference point.

2.4.4 A request for **confirmation of acceptance of the order for delivery**. The Supplier is obliged to confirm or reject the Order within a maximum of 2 working days of receipt. Failure to reject the Order may (but need not) be considered by WARWIN as acceptance of the Order by the Supplier.

2.4.5 **Date and time of delivery** / performance - or at least a time frame (calendar week of the year).

2.4.6 **E-mail address** to which the **e-invoice** is to be sent.

### 3. Price

3.1 The price must be agreed at the ordering stage.

3.2 The price should be indicated in the body of the order and, in such a case, acceptance of the order by the Supplier always implies acceptance of the quoted price.

3.3 If the supplier does not accept the price stated in the order, it shall immediately inform WARWIN of this fact by e-mail refusing to process the order.

3.4 If an order does not contain a price, due to a fixed price list, contract, the Parties assume that a price no higher than that of the last delivery shall apply.

3.5 If the order, instead of a specific price, contains the wording "Price as the last price or lower", the Parties shall unanimously accept the last agreed price (of the previous delivery) or agree on a price lower than that of the last delivery.

3.5 If the order does not contain a price and there has been no arrangement to that effect, the Supplier shall be obliged to communicate the price and obtain confirmation from the Ordering Party on the part of WARWIN.

3.5 The prices stated in the order always include the cost of delivery to Warwin S.A. unless the Ordering Party expressly indicates otherwise.

3.6 The price on the invoice must be in accordance with the order.

### 4. Delivery and acceptance

4.1. The place of delivery for ordered goods and services other than transport shall always be:

**Warwin S.A., ul. K. Pułaskiego 2, 05-660 Warka.**

4.2. In the case of **orders for transport services (freight forwarding orders)**, they must include the place of collection and delivery of the goods.

4.3. Each delivery must be accompanied by a paper proof of delivery: e.g. a WZ document from the supplier's system, or other document specifying the goods to be delivered, which can only be signed by a person designated by Warwin S.A..

4.4. A copy of the delivery note must be left with the person collecting the goods on the part of Warwin S.A.

4.4 The absence of a signature of the person collecting the goods on the part of Warwin S.A. is equivalent to non-delivery.

4.5 The person authorised to receive the goods is: the ordering person on the part of Warwin S.A. or the person designated by the ordering person by e-mail.

4.6 Deliveries of goods may be made, in principle, on working days from Monday to Friday between 8:00 a.m. and 4:00 p.m., unless otherwise indicated in the Order placed by WARWIN S.A.

4.7 If a specific delivery date and time is indicated in the order, then the Supplier is obliged to meet the deadline. Any delivery date other than the agreed one requires the consent of WARWIN S.A. The Company reserves the right to withdraw from the contract/order if the Supplier fails to meet the agreed delivery dates.

WARWIN reserves the right to return the ordered goods intact, at its own expense, to the Supplier, and the Supplier shall be obliged to accept such a return and issue a correction invoice in such a case. If the delivery of the goods has been made by the Supplier, the Supplier shall have the right to reduce the invoice adjustment by the actual cost of transporting the goods to WARWIN.

## 5. Currency

5.1 PLN (Polish zloty) is the default billing currency.

5.2 If an order is placed without specifying the currency, it is assumed that settlement will take place in PLN, Polish zlotys.

5.3 If the offer was denominated in EUR or another foreign currency and the settlement is to take place in PLN, the mean exchange rate of the National Bank of Poland (NBP) for the currency in question on the day of delivery or the day on which the service was provided shall always apply.

5.4 Warwin S.A. does not agree to translate currencies into PLN at an exchange rate other than the mean rate of the National Bank of Poland and to use a reference date other than the date of delivery or the date on which the service was performed.

## 6. Invoicing

6.1 Electronic invoicing is the default form of invoicing. The supplier will issue an invoice in electronic form (PDF or scan) and send it:

- to the e-mail address of the ordering person on the part of WARWIN S.A.
- to the specific e-mail address indicated in the order.

6.2 If the Supplier does not agree to electronic invoicing, it shall be obliged to inform WARWIN S.A. thereof, at the stage of order placement - thus halting order execution.

6.3 Invoicing - i.e. the **sending of an e-mail invoice** to the address indicated pursuant to **clause 2.4.6** shall take place no later than within 7 calendar days after delivery of the goods or performance of the service, unless otherwise agreed by the Parties.

## 7. Payments

7.1 Timely payment is conditional on the timely delivery of complete documentation:

- Proof of delivery signed by an authorised representative of Warwin S.A. - at delivery in paper form
- Accompanying documents - specifications, certificate, guarantee - which are mentioned in the order, or which customarily accompany deliveries
- An invoice issued and sent electronically and including in its description a reference to the WARWIN S.A. order number. And
- **Confirmation** by the Ordering Party internally of **correct delivery**.

7.2 The payment term is calculated from the date on which a correctly and duly issued invoice is sent.

7.3 The first point of contact is WARWIN's accounting department:

E-mail: [ksiegowosc@warwin.pl](mailto:ksiegowosc@warwin.pl)

Telephone: 048 666 15 52

The basis for the discussion on payment is the **Order Number - XYZ/ABC/RRRR**.

7.4 The default payment term is 60 days, a different term requires explicit approval by WARWIN

7.5 In the absence of confirmation of correct delivery, the person to contact is the person who placed the Order.

## 8. Warranty and potential defects

8.1 The Supplier undertakes to supply goods that are new, unused and of full value.

8.2 The minimum warranty accepted by WARWIN - is 12 months from delivery of the product, and in the case of a longer period indicated in the Order - such extended period shall apply.

8.3 Goods that are not in conformity with the order, defective, damaged or used - are the basis for WARWIN to lodge a complaint and for WARWIN to request the Supplier to replace the goods with the correct ones.

8.4 Services not performed in accordance with the order, defective, damaged or used - shall be the basis for WARWIN to lodge a complaint and the basis for WARWIN to demand compensation for the damage caused, if any.

## 9. Jurisdiction

Polish law shall apply and, in the event that any dispute cannot be resolved amicably, the court with jurisdiction over the Buyer's registered office shall be the competent court.

## 10. Deviations from the contract

10.1 Any deviation from the GTCs must be confirmed and approved electronically by both Parties. If damage is caused to WARWIN through non-compliance with the GTCs by the Supplier, WARWIN shall have the right to claim compensation from the Supplier.

Tomasz Iżewski



President of the Management Board  
of WARWIN S.A.