



## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

WERNER KENKEL SP. Z O.O.  
WERNER KENKEL BOCHNIA SP. Z O.O.

### **§ 1. Scope of Application**

1.1 The General Terms and Conditions of Purchase (hereinafter referred to as the "GTC") set out the principles of cooperation between the entity ordering Products and Services, i.e., Werner Kenkel Sp. z o.o. or Werner Kenkel Bochnia Sp. z o.o., hereinafter referred to as the "Recipient," and the entity supplying Products and Services, hereinafter referred to as the "Supplier," collectively referred to as the "Parties."

1.2 These GTC apply exclusively between business entities in accordance with Article 431 of the Polish Civil Code.

1.3 The application of any contractual templates other than these GTC is excluded in the cooperation between the Parties.

### **§ 2. Order Execution**

2.1 The basis for concluding an Agreement is a Purchase Order sent by the Recipient in writing or by email. Along with the Purchase Order, the Recipient shall send the Supplier a link referring to these GTC.

2.2 Acceptance of the Purchase Order by the Supplier is equivalent to concluding an Agreement under the terms specified in the Purchase Order and the GTC. Failure to

respond by the Supplier within 2 business days from receipt of the Purchase Order shall be deemed as Acceptance of the Purchase Order and the GTC.

2.3 Any changes proposed by the Supplier to the terms specified in the Purchase Order shall only be binding after prior written acceptance by the Recipient.

2.4 The provisions of the Purchase Order take precedence over the provisions of the GTC.

2.5 The lack of response from the Recipient to an offer received does not constitute acceptance of the offer.

2.6 In all cases, the Supplier is entitled to commence the execution of the Purchase Order no earlier than upon receipt of the Purchase Order from the Recipient.

### **§ 3. Delivery Terms**

3.1 Unless the Purchase Order states otherwise, delivery shall be made in accordance with DDP delivery terms under Incoterms 2020 to the Werner Kenkel facility indicated in the Purchase Order.

3.2 The delivery date shall be specified by the Recipient and confirmed by the Supplier in each case.

3.3 The Supplier undertakes to immediately inform the Recipient of any anticipated delivery delays, specifying the reason and expected duration of the delay.

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Sąd Rejonowy Poznań - Nowe Miasto i Wilda w Poznaniu,

IX Wydział Gospodarczy KRS pod nr. 0000069862, Kapitał zakładowy 12.600.000,00 zł

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3.4 The Supplier is obliged to deliver goods in the quantity specified in the Purchase Order, in compliance with applicable standards and legal regulations.

3.5 Together with the Products, the Supplier shall provide relevant quality certificates (attestations), environmental certificates, safety data sheets, and technical specifications. The Supplier shall inform the Recipient of any necessary changes to the above documents at least one month before implementing such changes.

3.6 The Products shall be packaged in a way that prevents any possible damage during transportation and storage. Along with the offer, the Supplier shall inform the Recipient whether the packaging (e.g., container, pallet, bin, barrel, bucket, IBC container) is returnable. Each delivery shall include a legible label specifying the Product name, quantity, batch number, production date, expiration date, and a delivery note (WZ) / invoice.

3.7 Partial deliveries require prior approval from the Recipient.

3.8 For the avoidance of doubt, it is stated that placing a Purchase Order by the Recipient does not create any obligation for the Recipient to place additional orders with the Supplier.

3.9 The Recipient may refuse to accept a delivery that is late or that otherwise

deviates from the conditions specified in the Purchase Order or the GTC.

3.10 The Supplier shall allow the Recipient to conduct audits to verify the correctness of the Supplier's processes, including production, sourcing of raw materials, quality control, certification, and labeling methods.

#### **§ 4. Payment Terms**

4.1 Unless otherwise stated in the Purchase Order, the gross unit price of the Product (net price plus VAT) also includes the total cost of transporting the Product to the delivery location, insurance during transport, packaging, palletization, customs duties, and licenses.

4.2 Payment for the Purchase Order shall be made within the term agreed by the Parties. Payment shall be based on a correctly issued VAT invoice received by the Recipient, including the Purchase Order number.

4.3 The Recipient may withhold payment if the delivered Products are non-compliant with the contract or the invoice is defective, and shall inform the Supplier accordingly.

4.4 The Recipient is not obliged to pay for Products that were not included in the Purchase Order.

4.5 In the case of quantity shortages of Products identified upon delivery, payment for these Products will be made

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after the Recipient receives a correcting invoice or after the missing Products are delivered.

4.6 Payment shall be made to the Supplier's bank account indicated on the VAT invoice and included in the list of accounts published by the Ministry of Finance. The payment date is deemed to be the date the Recipient's bank account is debited.

4.7 The Supplier undertakes to provide information on planned price changes 60 days prior to their implementation and submit a price offer for approval by the Recipient.

4.8 In the event that fixed prices have been agreed between the Parties for a specific period, the Supplier may not change the prices during that period.

4.9 The Supplier cooperating with the Recipient shall hold the status of an active VAT taxpayer.

## **§ 5. Warranty**

5.1 Unless otherwise agreed in the contract, the Supplier grants the Recipient a warranty for the Products and their components for a period of 24 months from the delivery date.

5.2 The warranty covers compliance of the Products with their technical documentation attached to the delivered Products, or, if unavailable, their full suitability for intended use.

5.3 In case of a defect discovered by the Recipient, it shall notify the Supplier in writing or by email within 5 business days of discovery. The complaint shall include information about the product type, production batch number, and defect description. Within 5 days from the Recipient's notification, the Supplier shall, at its own cost and risk, replace or repair the Product, or provide a refund or price reduction, depending on the Recipient's request. The above rights do not exclude the Recipient's right to withdraw from the contract.

5.4 Return of defective Products shall be at the Supplier's cost and risk.

5.5 The Supplier shall reimburse all costs incurred by the Recipient in connection with the delivery of defective goods, including costs related to product testing, replacement, production line stoppage, delayed delivery to the Recipient's customers, downtime costs, additional labor costs, lost sales, and penalties related to failure to deliver Products to customers.

5.6 Regardless of the rights under the warranty, the Buyer may exercise rights under statutory warranty pursuant to the Civil Code.

5.7 The Recipient is not obliged to verify the quality or compliance of the delivered Products with the quality specification, nor does the Recipient have the ability to

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inspect the entire batch. The Recipient may assume that the Product delivered by the Supplier fully complies with the quality specification and the Sales Agreement. Lack of quality control by the Recipient does not exclude the Recipient's right to claim if the Product does not meet quality requirements. The Supplier is liable for any damages resulting from the use of defective Products.

## **§ 6. Supplier's Liability**

6.1 The Supplier guarantees that the Products delivered to the Recipient are free from physical and legal defects (including in terms of intellectual property rights), comply with all Polish and EU legal requirements regarding quality, safety, and labeling (including EAN code, manufacturer and Supplier identification), and that as of the delivery date, no third-party claims exist concerning the Products, including their safety.

6.2 For each day of delivery delay, the Supplier shall pay the Recipient a contractual penalty of 2% of the Purchase Order value.

6.3 If the delivery of Products by the Supplier is delayed, the Recipient, regardless of exercising rights under point 6.2, without incurring any costs and without prejudice to its other rights under applicable law, may (i) maintain the delivery, (ii) withdraw from the current delivery, and/or (iii) at the Supplier's cost, purchase substitute goods from another supplier.

6.4 If the damage incurred by the Recipient exceeds the amount of contractual penalties, the Supplier shall pay additional compensation. Damage includes both actual losses and lost profits. Compensation also covers any penalties and damages the Recipient may owe its customers due to non-performance or improper performance of obligations attributable to the Supplier.

## **§ 7. Final Provisions**

7.1 If any provision of these GTC is deemed invalid or unenforceable by a court or competent authority, the remaining provisions and the remaining part of the invalid provision shall remain in force.

7.2 The transfer by the Supplier of rights (including receivables) or obligations under the Agreement requires the Recipient's prior written consent, under pain of nullity.

7.3 The governing law is Polish law.

7.4 Any disputes arising from the performance of the GTC shall be subject to the jurisdiction of Polish courts; the competent court shall be the one designated by the claimant's filing.

7.5 If, during the term of the GTC, a bankruptcy petition is filed against any Party, bankruptcy is declared upon a creditor's motion, restructuring proceedings are initiated, or the Party is

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placed in liquidation, it must immediately notify the other Party.

7.6 The Recipient has the status of a large enterprise within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions and Annex 1 to Commission Regulation (EU) No 651/2014 of 17 June 2014.

The GTC have been in force since 08.08.2020, last updated on 10.06.2025.

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