

GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase comprise a set of rules the acceptance and fulfilment of which are expected of Suppliers by voestalpine TENS Sp. z o.o. (hereinafter referred to as vaTENS), and Suppliers undertake to abide by them.

The General Terms and Conditions of Purchase are applicable to purchasing of goods and services. Whenever the term "Supplier" appears in the content hereof, it shall also include a Service Provider, whereas the term "Goods" (Supply of Goods) shall also include a Service (Service Provision).

Order Fulfilment

1. The Supplier shall perform each supply of goods on the basis of an order placed by voestalpine TENS Sp. z o.o. in writing.
2. In the order for the supply of goods, vaTENS – as the Principal – shall determine terms and conditions of the order, i.e. the subject of the order, the completion date, and the payment and delivery terms.
3. The Supplier shall confirm the order acceptance in writing by sending it back to the address (postal address, fax number or e-mail address) from which the Supplier has received the order.
4. The Supplier may not transfer rights to order fulfilment upon third party without the consent of vaTENS.
5. The order shall be deemed as fulfilled if goods supplied to vaTENS meet the quality and quantity requirements specified in the order of vaTENS and are supplied on time, on terms and conditions of the order and to the location specified in the order.
6. The Supplier shall notify vaTENS of the inability to fulfil the order on terms and conditions specified in the order. This shall be applicable in particular to changes regarding delivery dates.
7. If, through Supplier's fault, the Supplier is unable to complete a delivery within the date specified in the order, in the quantity specified in the order or in accordance with specifications, vaTENS shall have the right to withdraw from the order (by informing the Supplier about this in writing), without incurring any costs.
8. If, through Supplier's fault, the Supplier does not complete a delivery within the date confirmed by the Supplier in the order acceptance, vaTENS shall have the right to withdraw from the order (not to accept the delivery), without incurring any costs.

9. The Supplier shall liable for any losses arising from damage to goods caused by improper packing or lack of adequate security during transport.

Quality Control

1. If non-conformity of the delivery with the order is discovered (during the quality control upon delivery or at any other time), in particular discovery of a defect of goods, vaTENS shall immediately submit a complaint to the Supplier on general principles provided for by the law or on other rules mutually agreed in writing.
2. If it is discovered that delivered goods are not in conformity with the order or if a defect is found in goods, vaTENS shall have the right to suspend the payment for such goods until the Supplier and vaTENS jointly agree how to resolve the complaint.
3. The Supplier assumes the responsibility for possible infringements (through the performance of its services and the completion of its deliveries or through the use of goods and services purchased from other entities) of rights of third parties.

Certifications and Certificates

1. The Supplier shall provide certifications or certificates of material that are legally required and specified in the order, attesting the compliance of delivered goods with the order, expected quality parameters and required legal regulations.
2. vaTENS shall have the right to refuse to accept goods, without incurring any costs, in case of Supplier's failure to provide the documents referred to in the preceding paragraph.

Invoicing, Proof of Delivery, Payments

1. vaTENS declares that it is a VAT payer and that it is entitled to receive VAT invoices.
2. vaTENS shall make payments on dates specified by the parties, as determined on a properly issued (in particular, in accordance with the delivery, and terms and conditions specified in the order) original VAT invoice.

Force Majeure

1. Each party shall be entitled to suspend the performance of its obligations under the order if the performance is not possible due to the occurrence of force majeure.

2. The party invoking force majeure shall notify the other party, in writing and without undue delay, of the occurrence of such circumstances.

Final Provisions

1. The Supplier accepts the Code of Conduct for Business Partners of voestalpine Group, which is attached as an annex to these General Terms and Conditions of Purchasing, and agrees to comply with its provisions.
2. Deviations from these General Terms and Conditions of Purchase shall be allowable after agreement between the parties, in the form of separate rules in a written form.
3. The parties declare that disputes shall be amicably settled; if this proves unsuccessful, disputes shall be resolved by the court having jurisdiction over the registered office of vaTENS.