

GENERAL PURCHASE CONDITIONS

GOODS AND SERVICES

§ 1. GENERAL PROVISIONS

1. Purchase of all goods and services, as well as concluding contracts for specific work and construction works by a company under the name SOMEO S.A. with its registered office in Strzelce Opolskie (ul. Gogolińska 10, 47-100 Strzelce Opolskie), hereinafter referred to as "SOMEO", may only take place in a manner consistent with the provisions of these General Conditions of Purchase of Goods and Services, hereinafter referred to as "General Purchase Conditions".
2. The General Terms and Conditions of Purchase may be modified, changed or excluded from being used by SOMEO in orders placed with Suppliers or in appendices to orders.
3. Any deviations from the Supplier's application of the General Purchase Conditions may only take place with the consent of SOMEO expressed in writing under pain of nullity.
4. The withdrawal by SOMEO from the application of strictly defined purchase conditions in special cases shall be binding only and exclusively with regard to a specific order and under no circumstances may it be treated by the Supplier as made in relation to subsequent offers for the purchase of goods or services submitted by SOMEO.
5. In the event of any inconsistencies between the provisions of SOMEO's General Purchase Conditions and the Supplier's General Conditions of Sale, the provisions of SOMEO's General Purchase Conditions shall prevail, unless the parties have agreed in writing otherwise to resolve the conflict.
6. The terms used in the content of the General Purchase Conditions have the following meanings:
 - (a) "**Supplier**" - means an entity selling or delivering goods, as well as an entity performing a service or work or construction works for SOMEO;
 - (b) "**goods**" - means any goods that are the subject of an order placed by SOMEO,
 - (c) "**service**" - means all services provided to SOMEO as a result of the execution of orders placed by it, the above term also includes work and construction works;
 - (d) "**contractual service provision date**" - means the date of commencement of the service provision specified in the contract,
 - (e) "**delivery date (service performance date)**" - means the date of delivery of the goods to the place indicated by SOMEO in the order or other SOMEO document as the place of delivery (place of performance), and also the date of service performance specified in the order.

§ 2. CONDITIONS FOR CONCLUDING THE AGREEMENT

1. The contract resulting from the SOMEO order shall be concluded upon SOMEO's receipt of a copy of the order or other document, on which the Supplier, acting through its authorized representatives, confirms that the order has been accepted for execution on the terms resulting from both the content of the order and the provisions of these General Purchase Conditions.
2. Any change of the general and specific terms and conditions of SOMEO purchases made by the Supplier without agreement with SOMEO shall not bind SOMEO and may result in the cancellation of an order previously placed by the Supplier without the right to compensation for the Supplier. Any changes to the special conditions of the order or to the General Purchase Conditions are only possible and binding upon the parties if SOMEO agrees to them, and this fact will be confirmed in the form of a written declaration, otherwise null and void.
3. The SOMEO order may be confirmed by the Supplier in writing, or by fax or in an agreed electronic form. Any arrangements made in this regard between the Supplier and SOMEO shall be binding on the parties only if they are confirmed in the manner described above.
4. If SOMEO has a framework agreement signed with the Supplier for the supply of goods or provision of services, it is possible to attach to it in the form of an appendix to General Purchasing Conditions, which eliminates the need to provide the content of these provisions each time SOMEO places orders with the Supplier. In such cases, in SOMEO orders, reference is made to the provisions of the General Purchase Conditions previously

provided to the Supplier.

5. The Supplier's commencement of the performance of the SOMEO order is tantamount to full acceptance of both the detailed terms of the SOMEO order and the provisions of these General Purchase Conditions.

§ 3. PRICE / WAGE RATE

1. For mutual settlements between the parties, the prices (rates of remuneration) specified in the SOMEO order accepted by the Supplier are treated as binding.
2. Each of the Supplier's invoices must operate with prices (rates of remuneration) that are the same as those shown in the SOMEO order. Invoices with prices (rates of remuneration) specified otherwise will not be accepted by SOMEO, unless SOMEO agrees to it in writing and provides it to the Supplier as an attachment to the prior order.
3. The supplier shall present SOMEO the possibility of benefiting from price reductions (rates of remuneration) taking place before the date of delivery of the goods or completion of the services.
4. All potential advances paid to the Supplier by SOMEO shall be credited towards the price of the goods or services provided.

§ 4. DELIVERY

1. The ordered goods (services) should be delivered (performed) in a manner consistent with the provisions of the special conditions specified in the SOMEO order, be free from apparent and hidden, physical and legal defects, meet the requirements referred to in § 5, as well as they must be accompanied by a delivery note. This document should contain the complete number and date of the SOMEO order, the subject of the order, and the quantity of delivered goods.

2. The terms of delivery of goods (performance of services) resulting from the SOMEO order are absolutely binding. These time limits are considered met if the following conditions are met:

(a) for goods - if on the last day of the expiry of the deadline the goods were delivered by the Supplier to SOMEO's headquarters in a condition consistent with the order;

(b) for services - if on the last day of the expiry of the deadline, the Supplier notified SOMEO in writing about the performance of the service and readiness for collection, and the acceptance carried out as a result of the above notification was completed with the signing of the acceptance protocol without indicating the faults or defects of the service requiring repair;

(c) with regard to the delivery of goods and services carried out in stages - the dates of their implementation in accordance with the terms specified in the order concern the implementation of individual stages of the contract. Compliance with the above deadlines will be assessed in accordance with the provisions of point (a) - (b) above;

3. If the Supplier is in delay with the delivery of the goods (performance of the ordered services), bearing in mind the deadline specified in the order, SOMEO has the right to withdraw from the contract without the need to set an additional date and without any compensation to the Supplier. The statement in this regard will be provided by SOMEO to the Supplier in writing and will be effective immediately.

4. Any possible delivery of goods (performance of the service) before the agreed date may only take place with the consent of SOMEO, with the proviso that the payment for these deliveries will be made in accordance with the due date calculated for the delivery date specified in the Order.

5. The ownership of the goods and all risks are transferred to SOMEO upon receipt of the goods in the manner described below. In a situation where SOMEO has made a payment to the Supplier in the form of a prepayment or an advance payment before the delivery, this payment will transfer the ownership of the goods to SOMEO in proportion to its amount, without however transferring to SOMEO the risk related to this thing until the goods are collected, to the full extent.

6. It is assumed that the order was performed after positive receipt of the goods (services) upon receipt (quantitative and qualitative) at

the place of its destination, and at the same time the Supplier provides material certificates, warranty cards or other documents specified in terms of type and dates by the Supplier. their delivery in the SOMEO order. The receipt of goods or services will be confirmed by a document in the form of a receipt report, a confirmed consignment note or other document confirming the release, at the choice of SOMEO.

§ 5. LIABILITY OF THE SUPPLIER

1. SOMEO treats the Supplier as a professional, fully prepared to achieve the goals and tasks resulting from the concluded contract. Acting in the above role, the Supplier is liable to SOMEO for all defects, including hidden defects of the goods or services provided by it, as well as for damages caused by non-performance or untimely performance of supplies or services, including in particular damages related to the suspension or limitation of production.

2. Any technical, constructional, technological data, plans and designs provided to the Supplier by SOMEO in order to perform the order may be used solely and exclusively for this purpose and may not be made available, published or transferred to any other entity without SOMEO's consent.

3. The Supplier guarantees and warrants that the goods sold to SOMEO are new, carefully made, tested and manufactured in such a way that they are fit for use in accordance with their intended use and the terms resulting from the SOMEO order.

4. The supplier confirms that the goods meet the safety requirements required by SOMEO, meet all specifications and standards specified in the SOMEO order, and are admitted to trading in the area where they are to be used.

5. The Supplier shall be fully responsible towards SOMEO for not complying with the above provisions.

6. In the event of the Supplier's delay in the delivery or performance of services beyond the date of delivery (the date of performance of services) or individual elements specified in the order, SOMEO is entitled to charge, and the Supplier undertakes to pay a contractual penalty of 2% of the remuneration covered by the order for each commenced one week of delay, unless otherwise specified in the order. The parties have the right to claim damages in excess of the value of contractual penalties on general terms.

§ 6. RECEIPT

1. The supplier is obliged to present all documents relating to the delivery at the latest on the date of receipt, in particular: approvals, certificates, manufacturer's guarantees, manuals, declarations of conformity and other documents specified in the order.

2. (Goods) SOMEO will perform a qualitative and quantitative control of the delivered goods, as well as their acceptance or refusal without undue delay. SOMEO will notify the Supplier of the fact of non-acceptance of the goods with an indication of the reasons as soon as possible. Within 3 days from the date of notification of the refusal to accept the goods, the Supplier will respond to the decision of SOMEO. The goods which SOMEO refused to accept, unless the parties agree otherwise, will be collected by the Supplier within 8 days from the date of refusal to deliver them. goods delivered free from any defects. All related costs are borne by the Supplier.

3. (Services) Upon completion of the service, the Supplier shall notify SOMEO in writing that it is ready for collection. The acceptance report signed by an authorized representative of SOMEO will be the confirmation of receipt of the service. The Supplier undertakes to remove at his own expense all defects, as well as non-compliance with the SOMEO order, which will be found during the acceptance of services within the time limit set by SOMEO. SOMEO is obliged to commence the acceptance of the works within 7 days from the date of reporting the completion of the service by the Supplier.

4. SOMEO reserves the right to refuse to sign the protocol in all cases of non-compliance of the goods (services) with the contract, in particular when:

(a) the goods (service) do not meet the requirements specified in the order, attachments thereto or applicable law,

(b) The Supplier does not provide SOMEO with approvals and certificates or other documents necessary for the proper use of the device or required by mandatory provisions of law or industry standards,

(c) the goods (service) were delivered incompletely,

(d) the goods (service) do not meet the functional assumptions or are not suitable for the intended use by SOMEO for reasons attributable to the Supplier, in particular with regard to the performance and quality of the materials used,

(e) the goods (service) do not have properties that the Supplier provided to SOMEO before concluding this contract.

§ 7. PAYMENTS

1. All the Supplier's invoices must contain the data necessary in the light of the provisions on tax on goods and services (VAT). In addition, they must be issued in 2 copies, contain the number and date of the SOMEO order. Documents containing the carrier's name and address should also be attached to the invoice.

2. Payments from invoices will be made in accordance with the payment terms specified in the special conditions of the SOMEO order. The starting date for the payment deadline is the date on which SOMEO receives the Supplier's invoice.

3. SOMEO has the right to set off its pecuniary receivables due and undisputed in relation to the Supplier from pecuniary receivables due and undisputed by the Supplier to SOMEO.

4. If the subject of the contract is construction work, the provisions of the following paragraph shall apply to the payment rules.

5. In the circumstances in which SOMEO becomes aware that the Supplier is in delay with the payment of any of the subcontractors whose works have been accepted in a timely manner and found to be correct, it is entitled to withhold an amount corresponding to the remuneration of subcontractors for which there is a risk of non-payment. by the Supplier until the supplier settles its obligations towards subcontractors for which SOMEO is jointly and severally liable in accordance with Art. 6471 of the Civil Code. Moreover, SOMEO may request the Supplier to provide evidence of payment of remuneration to subcontractors, and in the event of failure to provide such evidence, SOMEO is entitled to pay the remuneration due to subcontractors on its own. In such case, the Supplier's remuneration will be reduced by the value of remuneration paid by SOMEO to the subcontractors.

§ 8. PROTECTION OF PROPERTY

The Supplier ensures and guarantees that the use of the goods supplied by him does not constitute a breach of a patent, trademark, registered utility model, Polish or foreign symbol or other rights arising from industrial and intellectual property, and furthermore undertakes to compensate for any damage caused to SOMEO as a result of the breach of these rights.

§ 9. ADDITIONAL OBLIGATIONS OF THE SUPPLIER WITH REGARD TO PERFORMANCE OF SERVICES

1. The costs of materials and equipment needed to perform the services shall be borne by the Supplier, unless otherwise specified in the order. He is not entitled to a separate remuneration in this respect.

2. Whenever the Supplier's employees or other persons participating in the performance of the work on its behalf will be on the premises of SOMEO, they are obliged to comply with the order regulations in force at the premises of SOMEO, in particular:

(a) smoking and the use of an open fire is prohibited outside of designated areas,

(b) it is forbidden to carry out fire-hazardous works, such as welding, cutting with torches or grinders, soldering and others with open fire, without proper protection with own welding equipment and without obtaining appropriate permits for these works.

3. Before commencing the performance of the services, the Supplier must provide SOMEO with a written list of persons performing work on its behalf, as well as a list of the means of transport required to enter SOMEO's premises in connection with the performance of the work in order to enable SOMEO to issue entry passes. .

4. The supplier will perform the service on his own. Entrusting the performance of the works covered by the order to third parties requires the prior consent of SOMEO expressed in writing under pain of nullity.

5. If the Supplier entrusts the performance of the works covered by the order to third parties pursuant to the provisions of paragraph 4 above, the Supplier is responsible for the acts or omissions of these persons as for his own.

6. If the subject of the contract is construction work, the provisions of the following paragraphs shall apply to the rules governing the use of subcontractors.

7. Subcontracting the construction works covered by the order to subcontractors requires the consent of SOMEO expressed in writing each time, under pain of nullity, taking into account the provisions of this article.

8. In circumstances where, pursuant to the provisions of par. 7 above, the Supplier shall entrust the performance of the work or its elements to third parties, responsible for the actions or omissions of these persons as for their own.

9. The Supplier is obliged to report to SOMEO the detailed subject of construction works performed by the subcontractor before commencing the performance of these works, in writing, otherwise null and void. The aforementioned notification is not required if SOMEO and the Supplier have specified in the contract, concluded in writing under pain of nullity, the detailed subject of construction works performed by the designated subcontractor.

10. Within 30 days of receipt of the projects referred to in para. 9 above, SOMEO may express its objection to the conclusion of a contract with a subcontractor. In this case, the Supplier is obliged to present a new subcontractor within 7 days of receiving the objection.

11. If the objection relates to the terms of the contract with the subcontractor, the Supplier may, within 7 days from its receipt, amend the contract in accordance with SOMEO's instructions.

12. In the event of disagreement between the Supplier and SOMEO as to the identity of the subcontractor, SOMEO is entitled to withdraw from the contract.

13. The supplier is also obliged to comply with the health and safety standards in force in SOMEO, as well as order and order, in particular those specified in internal OHS and fire protection procedures. The document referred to in the preceding sentence will be handed over to the Supplier before the works begin.

14. The Supplier is obliged to maintain law and order in the facilities and places of work performance or any other places made available to the Supplier during the performance of works.

15. After completing the service, the supplier should leave the place of work clean and tidy.

§ 10. QUALITY GUARANTEE

1. The Supplier grants a guarantee for the delivered goods (provided service) for a period commencing from the date of signing the acceptance protocol (warranty period). The length of the warranty period is indicated in the order by SOMEO.

2. The supplier is obliged to repair any defect or damage to the subject of the contract that arises during the warranty period and which result from:

(a) the use of defective materials or improper performance by the Supplier,

(b) for any act or omission of the Supplier during the warranty period.

The Supplier shall remove the defect or damage at its own expense within 5 days from the date of its written (or by fax or via an agreed electronic form) notification by SOMEO or on another date indicated in the complaint, but not shorter than 5 days. The warranty period for all items replaced in the course of repair will run from the moment of replacement. In the case of repairs, the warranty period of the defective or damaged element will be extended by the time the repair was performed.

3. If any defect or damage occurs during the warranty period, SOMEO shall notify the Supplier in writing (or via fax or via an agreed electronic form). If the Supplier fails to remove the defect or damage within the period specified in paragraph 2 above, SOMEO may remove the defect or damage on its own or have it removed by a third party in both cases at the cost and risk of the Supplier, while retaining the claim for repairing the damage resulting from the Supplier's failure to perform the provisions of this contract.

§ 11. CANCELLATION OF THE ORDER

SOMEO has the right to withdraw an order or to withdraw in whole or in part from the concluded contract with notification to the Supplier and without additional calling for the performance of the obligation, and this within 30 days from the date of the event referred to below, in the following cases:

(a) opening of liquidation by the Supplier as well as cessation of further activity,

(b) if the Supplier divides its enterprise, merges with another enterprise or sells it,

(c) in the event of failure by the Supplier to meet its obligations resulting from the specific conditions specified in the order or the General Purchase Conditions.

§ 12. INSURANCE

The Supplier is obliged to conclude an insurance contract (including the Supplier's tort and contractual liability) for such an amount and on such conditions that will allow for insurance against all risks and liability arising from SOMEO orders with a liability amount not lower than:

(a) PLN 1,000,000.00 for deliveries involving activities performed on the premises of SOMEO,

(b) in cases other than those specified in point (a) a - not less than PLN 100,000.00.

§ 13. LIABILITY

Neither party is liable for non-performance of obligations under the concluded contract if such non-performance is a result of force majeure.

§ 14. EXCLUSION OF ASSIGNMENT

The Supplier will not be able to dispose of its rights and obligations in respect of the sale of goods and services on the terms resulting from the SOMEO order and these General Purchase Conditions without the prior written consent of SOMEO, otherwise null and void.

§ 15. NOTIFICATIONS

Any notifications resulting from the General Purchase Conditions may be made only in writing, possibly by fax or in an agreed electronic form, subject to specific provisions of the General Purchase Conditions. Any arrangements made in this regard between the Supplier and SOMEO shall be binding on the parties only if they are confirmed in the manner described above.

§ 16. SETTLEMENT OF DISPUTES

1. Each contract or legal action between the Supplier and SOMEO under these General Purchase Conditions is subject to Polish law.

2. In the event of making purchases internationally, to which the provisions of international law apply, the Supplier and SOMEO agree to exclude their application to their contracts to the extent that these provisions, in their wording, exclude the application or are inconsistent with these provisions. General Purchase Conditions.

3. Any disputes arising from the purchase of goods or services will be settled by Courts competent for the seat of SOMEO.