

TLC GENERAL TERMS OF PURCHASE

1. The present General Terms of Purchase (hereinafter referred to as „GTP”) applied by TLC Sp. z o.o. with its registered seat in Gorlice (hereinafter referred to as „TLC” or „Ordering Party”) regulate the procedure of concluding and performing contracts between TLC and entrepreneurs, who are presented with requests for an offer and/or orders (hereinafter referred to as „Contractors” or „Suppliers” and respectively „Contracts” and „Orders”).
2. The provisions of the Contract/Order have the priority over the present GTP. Any Contractor’s general terms of trade are excluded and do not apply, even if they are mentioned in the confirmations of reception of the Orders, certificates of delivery, invoices or any other documents and are not questioned. The present GTP are binding for any future delivery as well.
3. The Supplier of the commodity or service binds himself to confirm in writing reception of placing the Order by an authorized representative of the Contractor within 1 (one) day from the date of receiving the Order. If no remarks are presented by the Contractor in writing, by fax or e-mail within 1 (one) day from the date of receiving the Order, such situation shall be considered as unreserved acceptance of the Order.
4. Any alterations of the subject of the Contract/Order may be entered after the prior written consent of the Ordering Party, otherwise null and void.
5. In order to identify ordered commodities and services, the Contractor is obliged to give the number of the Order in the confirmations of reception of the Orders, notifications of sending, certificates of delivery, invoices or any other documents, each time. The Ordering Party reserves the requirement of presenting the prices in the certificates of delivery, under the pain of the return of delivered commodities. Nevertheless, in case of stating lack in presenting proper information mentioned in the present point, the Ordering Party shall be entitled to charge the Contractor with a contractual penalty in the amount of 500 PLN for every each case of infringing such abovementioned obligations.
6. The Contractor is obliged to observe all the regulations binding in Poland, as well as the regulations binding internationally in case of performing the foreign deliveries. The Contractor is obliged to send all the commodities packed and marked pursuant to all the Polish and/or international regulations. The Contractor guarantees, that his commodities have the attributes commonly presumed and declared in the Contract/Order and that they suit applied Polish and international requirements as well as the safety requirements, applied technical regulations, and in each case they represent the up-to-date state of the art and are officially approved by proper authorities to be sold or used in the place of their destination. The Contractor shall be liable for any loses or pollution caused by him, and he shall discharge the Ordering Party from any results or lawsuits that may result in that scope.
7. The Supplier is obliged to provide appropriate packing and security of the goods, so that they would not able to move around, rub and/or damage other materials during delivery, in particular during transport.
8. The condition of accepting the delivery by the Ordering Party is submitting the full set of quality documents (in particular: the certificates, documents regarding the safety, attestation of control etc.) and the invoice issued accurately.
9. The receipt of the subject of the Order shall be confirmed in writing. If the Contractor performs the delivery, it shall be understood that the person present during the delivery is authorized by the Contractor to sign all the documents necessary to execute the delivery of the subject of the Order.
10. The receipt executed by the employees of the Ordering Party does not discharge the Contractor from the liability resulting from delivering the subject of the Contract/Order, that is not compliant with the agreed requirements. The signed confirmations of receipt shall only constitute the proof of the receipt, excluding the confirmation of the quantity and quality of delivered commodities. Should the quality of the commodities be not compliant with the ordered quality, the Ordering Party shall be entitled to either refuse the receipt of such commodities (also after the receipt) or demand the replacement, free removal of the faults or adequate reduction of the price for the commodities – at the sole discretion of the Ordering Party. If the commodities occur to be faulty, the Contractor shall be liable for the cost of transportation, the cost of possible incorporation or removal of faulty

- parts, the cost of removal of the damage caused due to such situation or any detriment or subsequent damage (including the contractual penalty of the Ordering Party agreed in the business relations of the Ordering Party with its customers). In scope described in the present point of GTP, the Ordering Party shall not be obliged to check and question the commodities during the receipt of the delivery.
11. With the regard to the ordered products and performed services the Contractor grants the Ordering Party the warranty for defects (physical and legal ones) for the period indicated In the Contract/Order, not shorter however than 24 (twenty four) months. Notwithstanding the above, the Contractor grants the Ordering Party the guarantee of quality for the ordered products and performed services for the period indicated in the Contract/Order, not shorter however than 24 (twenty four) months.
 12. The replacement of the faulty commodity for the new one or removal of the faults shall be performed within 7 (seven) days from the day of Ordering Party's notification on that matter. The Ordering Party is entitled to decide whether to replace the commodity or to remove the faults, or to withdraw from the contract or demand the reduction of the price.
 13. The Ordering Party can decide to remove the faults independently but at the Contractor's expense and risk in case if the faults are not removed in the determined time. In that case however, the Ordering Party is not deprived of the rights stemming from the guarantee. The Contractor cannot decline to remove the faults, regardless of the amount of necessary expenses.
 14. The Contractor shall be fully liable towards the Ordering Party for the delivered commodities and performed services. If – as a result of non-performance or improper performance of the contract concluded on the basis of the business relation of the Ordering Party and the Contractor – the Ordering Party is found liable by any third party, the Contractor will be obliged to waive Ordering Party's liability in the scope described above, as well as to return all the costs born resulting from non-performance or improper performance of the Contract/Order by the Contractor.
 15. The Contractor is obliged to deliver the commodities and/or to perform the services in a timely manner, in a place indicated in the Contract/Order. In case of delay in the performance of the subject of the Contract/Order or in removal of the defects and/or faults during the period of the warranty or guarantee, the Contractor shall pay the Ordering Party the contractual penalty in the amount of 1% of the total worth of the subject of the Contract/Order for each calendar day of the delay, unless the Contract/Order decides otherwise.
 16. Regardless of the stipulated contractual penalty, in case of the delay in the delivery of the subject of the Contract/Order, that lasts longer than 7 (seven) days, the Ordering Party has the right to withdraw from the Contract/Order with the immediate effect, without appointing additional period for cure for the Contractor to execute the Contract/Order.
 17. The Ordering Party has the right to withdraw from the particular or not yet performed parts of the subject of the Contract/Order with the immediate effect and without any obligations, if the Contractor violates any essential provision of the Contract/Order or the present GTP, especially in the event of delivery of the faulty commodities, without the obligation to appoint the additional period for cure.
 18. If the legal relation between the Ordering Party and his mandator established by the contract is dissolved, or if for any reason there is no necessity for the commodities to be delivered, the Ordering Party shall be entitled to withdraw from the Contract/Order or not yet performed parts of the delivery without any obligations.
 19. The date of payment shall be counted from the day of delivery of the VAT invoice to the Ordering Party. The VAT invoice shall be issued after receiving the complete delivery together with all required certificates and other documents. The day of booking the Ordering Party's bank account shall be considered the day of the payment's income.
 20. The Contractor shall pay the Ordering Party the contractual penalty in the amount of 10% of the total worth of the subject of the Contract/Order, if the Contractor withdraws from the already placed and accepted Order, in case the reasons of the withdrawal are caused by the Contractor.
 21. In any case, the Ordering Party reserves the right to claim the complementary damages on the basis of the general

- regulations, if the possible damage exceeds the amount of the contractual penalties provided in the present GTP.
22. The Parties exclude the Contractor's possibility of charging third party with the execution of the Contract/Order, without prior written consent of the Ordering Party, otherwise null and void.
 23. In accordance with the art. 509 of Polish Civil Code, any Contractor's dues stemming from the Contract/Order, including damages and the interest shall not be the object of trade (transfer, session, sale), without prior written consent of the Ordering Party, otherwise null and void.
 24. Any disputes between the Parties resulting from the performance of the Contract/Order, shall be decided by the court of local jurisdiction for the Ordering Party's seat.
 25. In the terms not decided herein the regulations of Polish law, in particular the regulations of Polish Civil Code shall apply.