



GENERAL DELIVERY TERMS FOR NAFTO SP. Z O.O.

in full force and effect from 15 June.2019

I. GENERAL TERMS AND CONDITIONS

1. General Delivery Terms define the principles of cooperation of NAFTO Sp. z o.o., hereinafter referred to as "Ordering Party" or "NAFTO," with its business partners, hereinafter referred to as "Supplier," regarding ordering, acceptance and delivery of goods.
2. All purchases and deliveries of products are subject to the following General Delivery Terms, hereinafter referred to as "OWD" (pol. Ogólne Warunki Dostaw). OWD are binding in the territory of the Republic of Poland.
3. OWD constitute an integral part of every delivery contract signed by NAFTO with other entrepreneurs. However, if the parties have agreed on their rights and obligations in a separate written agreement, the provisions of such a written agreement shall apply first, and the provisions of OWD shall apply only to the extent not covered by such an agreement.
4. The Supplier shall be notified of OWD not later than at the moment of placing an order by NAFTO. OWD are also available at <http://nafto.pl/>. If the Supplier is in regular business relations with NAFTO, the acceptance by the Supplier of OWD for one order shall be deemed an equivalent of accepting them for all other orders and delivery contracts.
5. Withdrawal from the following OWD may only be effected through written agreement of both parties.
6. All amendments and supplements to these OWD and other agreements between NAFTO and the Supplier must be made in writing under pain of nullity.
7. NAFTO reserves the right to make amendments to OWD.
8. All modifications implemented to OWD shall be deemed to be confirmed if the Supplier does not provide a written reservation within 7 days of receiving new OWD or their publication on the website <http://nafto.pl/>.

II. SIGNING OF CONTRACTS

1. Information available on the Supplier's website (if applicable), in their catalogues, brochures, leaflets, advertisements and other forms of publication represent offers as defined by the provisions of the Civil Code.
2. In order to commence an ordering procedure, the Ordering Party shall send to the Supplier:
 - a) an inquiry concerning the possibilities and terms of purchase of materials/services indicated in the inquiry, or
 - b) order for the delivery of materials/services.
3. Upon receiving an inquiry, the Supplier shall provide the Ordering Party with a detailed offer. The offer should indicate in particular: description of materials/services, price per unit, value of the offer, payment terms, delivery terms, availability of materials/services, quality certificates, warranty period.



4. The offer shall be binding for a period of 30 days, unless the content of the offer states otherwise. The offer shall be valid from the date of dispatch of a letter, sending an e-mail or fax containing the offer.
5. When the offer is valid, the Ordering Party may accept the offer at any time by placing an order for materials/services covered by the offer. The order may also be placed without any prior requests to the Supplier. In particular, the date of placing an order shall be deemed to be the date of delivery of a letter, e-mail or fax with the offer to the Supplier.
6. The order placed on the basis of the Supplier's offer should contain:
 - a. reference to the offer if the order preceded the presentation of the offer,
 - b. description of ordered materials/services,
 - c. price of materials/services,
 - d. lead time,
 - e. quantity of ordered materials/services,
 - f. required delivery date,
 - g. required quality and technical documentation (declaration of conformity, material certificates, technical approvals, operation and maintenance manual, product data sheets, engineering drawings, user manuals),
 - h. warranty period,
 - i. name and surname of a person authorised to accept the materials/services.
7. The costs of transport of the materials/services shall be borne by the Supplier, unless the Parties have agreed otherwise.
8. In the confirmation of the Order, the Supplier shall provide the information specified in Article II(6)(a-j) hereof, shall indicate the party who bears the costs of delivery of materials/services and provide the final delivery date, agreed upon with the Ordering Party. This final delivery date may vary from the date indicated in Article II(6) hereof. If the Supplier fails to send the confirmation of the order within 24 hours of receiving the Order, the Supplier shall be deemed to have accepted the terms and conditions set forth in the Order.

III. DELIVERIES

1. Delivery dates shall be binding from the moment of placing an order by NAFTO to the Supplier via e-mail.
2. In the event of a possibility that the delivery date may not be met, the Supplier shall be obliged to inform the Ordering Party of this fact forthwith and in writing, providing explanations and a plan to apply corrective measures. Each time, any change to the delivery date shall require the Ordering Party's written consent.
3. If the transport of materials/services is provided by the Supplier, the ordered materials/services will be delivered by the Supplier to the place indicated in the order.
4. The Ordering Party shall receive, together with the delivery, a delivery document signed by the Supplier, which contains:
 - a. delivery number,
 - b. specification of materials/services,
 - c. quantity,
 - d. place of acceptance,



- e. quality and technical documentation with material certificates, declarations of conformity, test results, technical approvals, operation and maintenance manual, product data sheets, engineering drawings, user manuals and warranty cards, unless another place of delivery for the documentation has been specified in the order.

NOTE: The Ordering Party stipulates that the technical and quality documentation is an integral part of the supply of materials and services. Failure to provide it is tantamount to failure to deliver materials or services (failure to perform the Contract).

5. If the transport of materials is provided by the Supplier, the handover of the materials shall be performed upon their delivery to the place of delivery indicated in the Order. If the transport of materials is provided by the Ordering Party, by a freight forwarder or by their own means of transport, the handover of the materials shall be performed upon loading of the materials. Upon handover of the materials, all profits and liabilities associated with them as well as the risk of accidental loss or damage shall pass to the Ordering Party.
6. In the event of a delay in delivery, the Ordering Party's payment may be withheld until current obligations have been met.

IV. PAYMENT TERMS

1. The Supplier's offer and pricelist include prices in PLN or EURO, unless the Parties have agreed otherwise.
2. Payment for the delivered material/services shall be made in accordance with the agreed payment terms. The payment term is always defined in days and is calculated from the date of providing the Ordering Party with a properly issued VAT invoice.
3. An invoice shall be the support document of the Parties, which shall contain correct and consistent data, and which is issued by the Supplier at the earliest on the date of actual delivery of materials/services together with the complete documentation, referred to in Article III(4), in compliance with the terms and conditions of the Order.
4. Delivery without appropriate documentation represents non-performance of the Supplier's obligation towards the Ordering Party, which entitles the Ordering Party to refuse to accept the delivery. If the Ordering Party decides that acceptance of the delivery does not adversely affect their interests, then they shall accept the delivery and notify the Supplier of any incorrectness. Until each of the missing documents is delivered, the payment deadline of the invoice for a given delivery shall be suspended.
5. All the payments shall be transferred to the Supplier's bank account indicated on VAT invoices or pro-forma invoices.
6. Advance payments made by the Ordering Party for future deliveries shall not be regarded as caution money under the Civil Code.
7. The payment date shall be deemed to be the date on which the Ordering Party's bank account is debited.
8. The Supplier cannot assign the Ordering Party's receivables to third parties without the Ordering Party's consent.



V. WARRANTIES

1. The execution of the Order causes the Supplier to grant a warranty for the delivered materials/services for a period of time indicated in the confirmation of the Order.
2. The warranty shall be valid from the date indicated in the Order for a minimum period of 24 months, and if the Order does not specify this information – for a period of 24 months from the delivery date.
3. The warranty applies to defects resulting from faulty construction, the use of improper materials or improper manufacturing process.

VI. COMPLAINTS

1. All products and materials included in the delivery shall meet the quality requirements specified in relevant certificates and technical approvals, which constitute a prerequisite for allowing these products to be used in the construction industry. NAFTO is provided with the certificates and technical approvals of the goods together with a complete quality/technical documentation.
2. The Supplier is responsible for the quality of deliveries in accordance with the provisions of the Civil Code regarding warranties.
3. Possible complaints may cover inconsistencies relating to: the quality of the materials, delivery dates, differences resulting from the shipping document and the products delivered (their quantity or type), possible damages, including those resulting from incorrect packaging/protection during transport or incorrect invoices.
4. After accepting the delivery, the Ordering Party is obliged to confirm it, upon checking its compliance with the requirements (including quantity, delivery dates, quality and damage).
5. Any complaints shall be submitted to the Supplier via e-mail within 7 days of accepting the delivery.
6. The Supplier shall handle complaints in the shortest time possible, not exceeding 7 business days of submitting a particular complaint.
7. In case of latent defects, complaints should be submitted immediately after the defect is detected, but not later than 7 days after the detection.
8. Such a complaint should include: detailed description of the products in question, their quantity, number of delivery document/Stock Issue Confirmation (CI) or invoice, suggested method of addressing the problem.
9. Failure to handle the complaint within the abovementioned time limits shall be deemed to imply its acknowledgement.

VII. LIABILITY

1. The terms and conditions of the contract included in the Order confirmation, accepted by the Supplier, as well as the terms and conditions of these OWD shall define the liability of the Parties and supersede any other arrangements, express or implied, made between the Parties.
2. In the event of a delay in delivery for reasons other than force majeure, the Supplier is obliged to pay a contractual penalty to the Ordering Party, in the amount of 0.5% of the value of a given delivery for each day of delay.



3. The Ordering Party has the right to claim damages exceeding the value of contractual penalties if the amount of damage exceeds the value of the contractual penalties.
4. If there is a basis for imposing contractual penalties, the Ordering Party has the right to deduct the contractual penalty from the Supplier's remuneration. Irrespective of the form of settlement, the Ordering Party shall issue a debit note for the amount of contractual penalties.
5. In the event of a delay in delivery exceeding 7 days, for reasons attributable to the Supplier, the Ordering Party may, at its sole discretion, withdraw from the contract or, if the subject matter of the contract includes things specified as to their kind, entrust the performance of the contract to a third party at the expense of the Supplier (substitute performance).
6. The Supplier is liable for indirect, incidental or consequential damages, including lost profits of NAFTO.
7. In each case, regardless of the cause or subject matter of the claim, the overall liability of the Supplier on account of or in connection with the performance, non-performance or improper performance of the contract is limited to the net value of the delivery indicated in the confirmation of the Order.

VIII. FORCE MAJEURE

1. In the event of situations that are beyond the control of the Supplier and the Ordering Party, particularly including disturbances in the production or transport of goods caused by strikes, lock-outs, factory or equipment breakdowns resulting in unavailability of ordered goods, local or national hazards, international trade disputes, compliance with the requests or commands of local or national authorities, delivery may be delayed or suspended, subject to notification, until normal conditions are restored.
2. The Supplier is obliged to immediately inform the Ordering Party about the events that have caused total or partial inability to perform the contract or to perform it on time, and provide a new delivery date.

IX. PERSONAL DATA PROTECTION

1. The Supplier and Ordering Party are separate controllers of personal data of the individuals who represent them, contact them or are responsible for mutual cooperation, particularly including: (i) name and surname, (ii) position, (iii) e-mail address, (iv) phone number, under Article 4(7) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as "RODO."
2. If the Supplier and Ordering Party commence mutual cooperation and business relations, they shall process personal data of the individuals referred to in Article I(11) of these OWD, for the purposes arising, inter alia, from legitimate interests, including communication, cooperation or settlement, pursuit or defence of legal claims relating thereto. The Supplier and Ordering Party undertake to process personal data in accordance with RODO and other universally applicable laws and regulations.



3. The Supplier has the right to access their personal data and the right to rectify, delete or restrict their processing, the right to transfer their data, the right to object, the right to withdraw their consent to the processing at any time without affecting the lawfulness of the processing carried out on the basis of the consent given prior to its withdrawal. The Supplier has the right to lodge a complaint to the supervisory authority if they consider the processing of their personal data to be in breach of applicable regulations.
4. The entrusted personal data may be made available to other recipients, i.e. logistics providers, subcontractors of NAFTAO, commissioned with the processing of personal data of the Supplier, only in accordance with NAFTAO's instructions and for the indicated purpose and scope [entrustment of personal data for further processing under Article 28(3) of RODO].
5. The entrusted personal data will not be transferred to third countries or will not be processed automatically or in the form of profiling.
6. In accordance with the Act on Rendering Electronic Services of 18 July 2002, the Supplier consents to the electronic transmission by NAFTAO (or by any other entity commissioned by NAFTAO) of commercial messages and information to the indicated e-mail address, under the provisions of the aforementioned Act.

X. JURISDICTION OF THE COURT AND APPLICABLE LAW

1. The Supplier and NAFTAO will seek to resolve any disputes arising out of the performance of the contracts covered by these OWD amicably. In the event of an inability to settle matters amicably, a court competent to settle disputes between NAFTAO and the Supplier shall be the court having jurisdiction over the registered office of NAFTAO.
2. Delivery/contract execution as well as their interpretation shall be governed by the Polish law exclusively.

XI. FINAL PROVISIONS

1. Any information acquired by the Supplier in relation to the execution of orders, in particular including organisational, commercial and technical information of NAFTAO, as well as information not publicly available shall be regarded as confidential and as such shall not be disclosed to third parties. This obligation does not apply to situations, in which the obligation to disclose information results from mandatory provisions of law.
2. In particular, the Supplier undertakes to treat the information concerning the volume of trade, logistics agreements, technological data, etc., as confidential.
3. The Supplier undertakes to notify NAFTAO in writing of any change in their registered office or place of residence or mailing address. Failure to notify NAFTAO in this respect immediately shall result in the fact that deliveries to the addresses indicated in the order or in executed partnership agreements or other commercial agreements shall be deemed to be effective.
4. In matters not covered by these OWD, the provisions of the Civil Code and other provisions of generally binding law shall apply.



5. The Supplier may not transfer the rights or obligations under this contract in whole or in part without prior written consent of NAFTO.
6. If single provisions of OWD are held invalid in whole or in part, the effectiveness of other provisions remains unaffected. In lieu of the ineffective regulation, a valid provision shall apply, which corresponds to the will of the parties when placing an order/signing a contract. The same shall apply in the event of a regulatory gap.

Cracow, 14 June 2019