



Eurofoam Polska Sp. z o.o., ul. Szczawińska 42, 95-100 Zgierz, Tel.+48 42 716 38 54, Fax +48 42 716 29 11
e-mail office@eurofoam.pl www.eurofoam.pl

GENERAL PURCHASE CONDITIONS
“Eurofoam Polska” Spółka z.o.o.
Zgierz, December 2009 – Edition II

Preamble

These General Purchase Conditions of “Eurofoam Polska” Sp.z.o.o. with the head office in Zgierz introduced on the ground of resolution passed by the Board of Company effective from 1st December 2009.

1. General terms

- 1.1. The supplier shall deliver the goods every time on the basis of order made in writing and placed by Eurofoam Polska Sp.z.o.o. (hereinafter called The Recipient) in which there shall be terms and conditions of their fulfilment, that is, the object ordered, date of its fulfilment, payment and delivery conditions etc. The parties allow the possibility of placing the order in a different form, that is, by fax, e-mail and phone, but the confirmation drawn up must be made in writing.
- 1.2. The Supplier is obliged to confirm the receipt of order by e-mail, fax, post or by phone.
- 1.3. The Supplier cannot transfer the right of fulfilling the order onto third parties without the consent of the Supplier.
- 1.4. The order is deemed fulfilled if the goods delivered to the Recipient is adequate from the point of quality, quantity, price, date and the indicated place of delivery.
- 1.5. In case the Supplier notifies that he cannot fulfill the order on the date fixed by the Recipient or the quantity, the Recipient has the right to renounce the order made in writing without bearing any costs.
- 1.6. In contentious issues the parties declare an amicable settling of the dispute and in case of not reaching the agreement, eventual disputes related to the fulfillment of order shall be settled by the proper Court for the place of the head office of the Recipient.
- 1.7. The terms and conditions laid down on the Supplier's offer are considered binding until they are given notice of termination made in writing or bringing the negotiations to a close between the Recipient and Supplier and confirmed in writing.
- 1.8. In all correspondence and documents of delivery (dispatch specification, invoice, temporary documents) the Supplier is obliged to refer to the number of order.

2. Deliveries

- 2.1. The Supplier is obliged to deliver the goods according to the order or the offer placed. The goods delivered should be packed, marked and labelled pursuant to the legal regulations in force.
- 2.2. The Supplier bears responsibility for damages of goods caused by improper packing or lack of proper protection during transport.

KRS 000002202 - zarejestrowany: Sąd Rejonowy dla m. Łodzi-Śródmieścia
Kapitał zakładowy - 18.000.000,00 PLN

NIP - 732-000-07-26 REGON - 470031686

Bank Pekao SA I Oddział Zgierz 06 124 03 057 1111 0000 34377556

Kredyt Bank S.A. I Oddział w Łodzi 55 1500 10381210300022670000

Raiffeisen Bank Polska S.A. 16 1750 1093 0000 0000 0115 7612

3. Quality of delivery

- 3.1. The purpose of the Recipient is to be accepted the delivery without goods lack. At the same time the supplier must guarantee the deliveries without lack.
- 3.2. The Supplier must have all the rights resulting from the legal regulations in force within the scope of his business and introducing his products into commercial traffic.
- 3.3. The Supplier must deliver certificates or attestations of materials which confirm the compliance of goods delivered with the ordered ones. If there is no attestation, the Recipient has the right to refuse the receipt of goods.
- 3.4. The supplier commits himself to give the Recipient's representatives the possibility to test and check production methods and quality control used.
- 3.5. The supplier must inform the Recipient immediately about the changes of the products or half products which are used to production as well as about the changes of the production procedure, in it also about the change of the production localization. All changes must be documented for the purpose of the trouble-free statement of their area as well as appointments.
- 3.6. The Supplier have to inform the Recipient about the change of the contact persons, which cooperate with the Recipient.
- 3.7. If the General Purchase Conditions are not kept by the Supplier, the Recipient has the right to exercise the following rights:
 - refuse the receipt of goods and return them at the Supplier's cost
 - call for immediate replacement of goods for the ones which are not faulty
 - receive the price reduction for the goods which are not fully valuable but can be eventually utilized
 - burden the Supplier with the cost which can result from not delivering the goods ordered on the date written down on the order.
 - to charge of the supplier of the costs, which can result from the delivery of the goods with the defects undiscovered during the receipt or latent defects.

4. Guarantee of deliveries, receipt of goods

- 4.1 The Recipient is authorized to report the complaint related to defects within 4 weeks after receiving the goods and with latent defects within 2 weeks after they were discovered. Latent defects are also such defects of goods which are identified while processing the goods or using them in the usual production process.
- 4.2. The indicated dates of reporting the complaint in point 4.1. should also be taken advantage of if the Supplier, on the basis of our order, assembles or installs the object of delivery. In this case the date of complaint commences along with the receipt of ready-made and assembled object of delivery either by us or by our customers according to the confirmation of receipt made in writing.
- 4.3. The Supplier bears responsibility for the fact that through his services, deliveries or the use of goods and services purchased from him, the rights of third parties shall not be infringed. The Supplier commits himself to represent us in eventual cases of infringement as without faults.

4.4. If the dispute related to the quality of raw material is not settled by the Parties, the faulty raw material shall be examined by the independent laboratory at the Supplier's cost.

4.5. The Recipient uses the procedures of receipt and control of wares, which are compatible with the by him introduced, integrated Quality Management System. The delivery is weighed, counted and measured.

5. Invoicing, receipts of delivery, payment

5.1. VAT invoices must be issued pursuant to the legal regulations in force in this scope, moreover they must have the Recipient's number of order, measurement unit compatible with the order and eventually the number of delivery.

5.2. The delivery receipt with the following data must accompany the delivery: name of Supplier, object of delivery, the Recipient's number of order, date of dispatch, assortment list.

5.3. The Recipient shall make the payment after receiving the original VAT invoice properly filled out on the date fixed earlier starting from the date he received it.

5.4. In case he finds the goods delivered are not compatible with the order or he discovers the defect of the goods, the Recipient suspends making the payment for the goods mentioned above until the complaint is reviewed by the Supplier.

6. Force Majeure

6.1. Each of the parties is entitled to suspend the fulfillment of their obligations resulting from the order or the offer accepted if the execution is made difficult or impossible to execute due to following circumstances: fire, flood, gale, limitations in power supply, epidemic, riots, mobilization, war. The Party citing Force Majeure shall inform the other Party in writing without delay about the beginning and ending of such situation.

7. Final provisions

7.1. We declare that we are VAT payers and the Company is entitled to receive VAT invoices.

7.2. Not observing these General Purchase Conditions can cause the renouncement of cooperation.