



GENERAL TERMS AND CONDITIONS OF PURCHASE - AS-P-7.4-Z07

APPLICABLE BY ASTROMAL SPÓŁKA. Z O.O. S.K.

WITH ITS REGISTERED OFFICE IN WILKOWICE, UL. GRANICZNA 7, 64-115 ŚWIĘCIECHOWA, ENTERED IN THE REGISTER OF ENTREPRENEURS BY THE REGIONAL COURT FOR POZNAŃ NOWE MIASTO AND WILDA IN POZNAŃ, 9TH COMMERCIAL DIVISION OF THE NATIONAL COURT REGISTER UNDER KRS NO. 0000763301, NIP (Tax Identification Number) 697-20-74-271, REGON (National Business Registry Number) 411437411, SHARE CAPITAL OF PLN 600,000.00

1. General provisions

1.1 The General Terms and Conditions of Purchase set out the rules of cooperation for entities (Suppliers) in relation to the deliveries to Astromal Sp. z o.o.

1.2 Performing any commercial activities for Astromal is tantamount to the acceptance of the General Terms and Conditions of Purchase. None of the terms and conditions established by the Supplier shall apply to Astromal Sp. z o.o. if they are not approved by Astromal in writing.

1.3 The Supplier of critical products shall maintain a weekly stock of the critical product based on the current demand for the last 3 months.

1.4. The critical product includes products which, in case of late delivery or delivery that is inconsistent in terms of quality, may result in contractual penalties to be imposed on Astromal by the customer and, consequently, recourse claims against the critical product Supplier.

1.5. According to DIN 6701-2 standard, the Supplier is obliged to deliver 3.1 certificate for each delivery of glues, primers and activators either with invoice or via email at certyfikaty@astromal.pl

2. Conformity with the order

2.1 The Supplier shall deliver parts in accordance with technical specifications and terms and conditions of the Purchase Order. If the ordered part has to meet certain requirements (e.g. fire protection standards), the Supplier shall attach a relevant certificate to the delivery document.

2.2 Astromal reserves the right to amend technical specifications relating to any part. Any changes in prices or other terms and conditions resulting from such changes shall be agreed in writing before the implementation of such changes in the production equipment and the commencement of deliveries of any parts that underwent modifications by the Supplier.

2.3 The Supplier shall confirm in writing each Purchase Order delivery date set by Astromal; should the Supplier introduce any changes to that schedule, it shall notify Astromal of it in writing in advance.

2.4 The condition for the acceptance of deliveries and the registration of invoices in our system is the submission of the following documents certifying the quality/type of the goods, respectively: certificate 3.1 according to PN 10204, analysis certificate, product data sheet, upon the first delivery and in case of each update.

3. Price and payment

3.1 The price for the parts is given on the Purchase Order and shall be valid until the Parties establish a new price in writing. Unless otherwise agreed in writing, the price given for any part shall be a

fixed price, including all duties, charges, fees and taxes in the country of origin of the parts.

3.2 All invoices shall be properly addressed, without designating any person for the attention of whom the invoices should be submitted, and shall contain all information required by Astromal.

3.3 Making the payment shall not be tantamount to the acceptance of the delivery or the invoiced amount.

4. Delivery and transfer of ownership

4.1 The agreed delivery terms and conditions shall be construed in accordance with "INCOTERMS 2010". Unless otherwise agreed, the supplier's clause shall be DAP (Delivered at Place), place indicated in the Purchase Order.

4.2 The Supplier shall pack parts in accordance with the instructions provided by Astromal

5. Warranty for parts, suitability for intended use

5.1 The Supplier guarantees that within two years from the date of delivery of the parts to the end user (unless a longer period is agreed upon): all the parts delivered on the basis of the general terms and conditions of purchase are in compliance with Technical Specifications and any other forms approved by Astromal; and are free of legal defects in materials, workmanship, production and design (to the extent in which the Supplier, its employees, agents, contractors and/or sellers are held responsible for the project) and shall be adapted to and relevant to the intended use.

5.2 The Supplier shall immediately notify the recipient of the goods and the responsible Astromal purchasing department of any defective parts that were detected or are expected to be detected, and that were sent to Astromal.

5.2 The Supplier shall notify Astromal of any goods not complying with the requirements and obtain a written consent from Astromal to deliver such goods. Otherwise goods not complying with the requirements cannot be delivered.

5.4 The Supplier shall ensure it received all the information regarding the intended use, application and other conditions affecting the parts. Upon the Supplier's request, Astromal shall provide all information that Astromal itself deems necessary for the purpose of the design, development and/or production of the parts.

6. Liability for defects or other non-compliant deliveries

6.1f a given part does not fulfill the requirements set out in Section 5.1, Astromal shall have the right to demand an immediate repair or immediate delivery of replacement part(s).

6.2 If the defective part cannot be immediately repaired or replaced, or if there is a risk of disruption to the production of Astromal or



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deliveries provided by Astromal, the company shall have the right to carry out necessary repairs or cancel, in whole or in part, the purchase of parts and other parts Astromal considers useless due to defects or deficiencies, as well as to make a substitute purchase from any other suppliers without the Supplier's consent and at the Supplier's cost.

6.3 If due to the delivery of a defective part Astromal considers it to be necessary to carry out an inspection of all parts of the same type provided by the Supplier, Astromal shall have the right to carry out such inspection at the Supplier's cost and without the Supplier's consent after notifying the Supplier of this fact. The notice shall include a description of the nature of the defect as well as the time and place of the inspection. If possible, the Supplier shall be present at the inspection.

6.4 If the delivery does not include the quantities referred to in the demand for the delivery, Astromal shall have the right to require an immediate correction of irregularities, and the Supplier shall compensate Astromal for all costs arising out of or related to the delay or deficiencies in the delivery. If the Supplier delivers quantities exceeding the amount ordered by Astromal or makes the delivery before the date of delivery, Astromal shall not be held responsible for the acceptance of the delivery, storage or consequences of such parts and, additionally, it shall have the right to return the surplus or the early delivery to the Supplier at the Supplier's cost and/or to obtain the reimbursement of storage costs from the Supplier.

6.5 In case of a delay in the delivery of a part, Astromal shall have the right to cancel, in whole or in part, the purchase of the part or other parts that Astromal considers to be useless due to the delayed delivery, and to make a substitute purchase from other suppliers. The Supplier shall compensate Astromal and indemnify it against all costs, losses and damages incurred by, arising from or related to the delayed delivery.

7. Transfer of production

7.1 The Supplier was chosen by Astromal on the basis of, among other things, Astromal's expectations regarding the capability to manufacture and deliver parts of the required quality, and to comply with the provisions of the Agreement for deliveries in the remaining scope. Therefore, the Supplier shall not transfer the production of the parts, in whole or in part, without a written consent of Astromal. Such consent, if granted, shall be without prejudice to Astromal's rights remaining in force to demand that the Supplier comply with the provisions of the Agreement for deliveries. If as a result of the above-mentioned transfer of the production of parts, the Agreement is performed by an entity other than the Supplier, the Supplier shall ensure that this entity will assume obligations resulting from any terms and conditions contained in the Agreement for deliveries towards Astromal (prior to or concurrently with the said transfer, indicating Astromal as the third-party beneficiary in writing); however, the

Supplier shall still be held responsible for the performance of the Agreement for deliveries.

7.2 Any requirements that are included in the General Terms and Conditions of Purchase, regarding the quality of products shall be applicable in the entire supply chain. If the Supplier subcontracts the production in full or in part, it shall notify its suppliers of the requirements and enforce the compliance with those requirements.

8. Code of Conduct, environmental issues

8.1 The Supplier shall comply with the Code of Conduct of Astromal and the requirements on environmental issues provided by Astromal.

9. Final provisions

9.1 The Supplier shall immediately notify Astromal in writing of every change in its address. Due to the lack of such notification the correspondence sent to the address provided in the last agreement, order or other commercial activity is considered to be duly delivered.

9.2 In case of the exclusion of some provisions of the General Terms and Conditions of Purchase, the remaining provisions shall remain in force.

9.3 Astromal does not accept any general terms and conditions of agreements or standard agreements of the customer.

9.4 Any disputes between the Parties shall be settled by a common court having jurisdiction over the Astromal's registered office. The disputes shall be settled in accordance with the (substantive and procedural) law of Poland.

9.5 The provisions of the Civil Code shall apply to all matters not settled in the General Terms and Conditions of Purchase.

9.6 The General Terms and Conditions of Purchase shall be communicated to the suppliers by including them at the end of the Purchase Order, and in case of e-mail correspondence by attaching them to that correspondence.