1. General provisions

2. Conformity with the order

3. Price and payment

4. Delivery and transfer of ownership

5. Warranty for parts, suitability for intended use

6. Liability for defects or other non-compliant deliveries

Wilkowice, 05 September 2020
6.1 If 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 of replaced, or if there is a risk of disruption to the production of Astromal or 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.