

GENERAL TERMS OF PURCHASE OF GOODS AND SERVICES

I. Definitions

1. The following words and phrases used in these General Terms of Purchase of Goods and Services, which are not defined otherwise in other provisions hereof, shall have the following meaning:

“General Terms”	shall mean these General Terms of Purchase of Goods and Services;
“Ordering Party” “ADAMS”	ADAMS Sp. z o.o. with the seat in Baranowo at ul. Nowina 20 (62-081 Baranowo), KRS: 0000591581, VAT No.: PL7811921223, REGON: 363382434;
“Supplier”	shall mean (i) a legal person or (ii) an organisation that, according to the act is granted legal personality, or (iii) a natural person with whom ADAMS concluded an agreement on the supply or sales of Goods, an agreement on providing Services, or another agreement to the similar effect;
“Parties”	shall mean the Ordering Party and the Supplier;
“Goods”	shall mean all kinds of goods, products, batches of a product, raw materials, materials, packaging materials etc. supplied to ADAMS;
“Service”	shall mean all kinds of services provided to ADAMS;
“Agreement”	shall mean an agreement on the supply or sales of Goods, an agreement on providing Services, or another agreement to the similar effect concluded by ADAMS as the recipient of Goods or Service;
“Subject matter of the Agreement”	shall mean Goods sold / supplied, or Service ordered;
“Request”	shall mean a request addressed to the Supplier to send information materials on Goods or Services;
“Purchase Order”	shall mean a statement by ADAMS including an offer to respectively conclude an agreement on the sales of Goods, an agreement on the supply of Goods, an agreement on providing Services by the Supplier, or another agreement to the similar effect, under which ADAMS shall respectively purchase the Goods or Services. Purchase Orders placed by ADAMS shall constitute an offer, according to article 66 of the civil code;
“Price”	shall mean the value expressed in monetary units that ADAMS is obliged to pay to the Supplier for Goods or Services, according

“Business Day”

to the Purchase Order or the provisions of the General Terms, which is provided as a net price expressed in PLN;

shall mean any weekday from Monday to Friday, except for statutory holidays in the territory of the Republic of Poland, and Saturdays and Sundays;

“Written form”

written form as provided for in article 78 of the civil code;

“Documentary form”

shall mean recording information on a carrier, rendering possible to read its contents (e.g. e-mail, fax);

“Civil code”

shall mean the act of 23 April 1964 – the civil code (Journal of Laws 1964 No. 16 item 93 as amended).

I. General Provisions

1. These General Terms of Purchase of Goods and Services shall apply to any agreement on the sales or supply of Goods to ADAMS, as well as to agreements on rendering Services to ADAMS, and other agreements to the similar effect, and shall form an integral part of all Purchase Orders placed by the Ordering Party with the Supplier.
2. The provisions of the General Terms shall be binding upon the Parties, unless it has been decided otherwise in the Agreement concluded between the Parties, in written or documentary form, under the pain of nullity.
3. In case of any discrepancy between the provisions of the Agreement, and the General Terms, the provisions of the General Terms shall prevail, unless the Parties have explicitly excluded the application of the General Terms within the respective scope in written or documentary form.
4. These General Terms exclude the application of the Supplier's own agreement templates, rules or other general terms of conclusion of agreements, unless it has been decided otherwise in written or documentary form, under the pain of nullity.

II. Conclusion of the Agreement

1. A Purchase Order is placed by the Ordering Party in written or documentary form, and is based on information provided by the Supplier before placing the Purchase Order.
2. A Purchase Order is deemed accepted, and an Agreement is deemed concluded, upon delivery of a confirmation of the Purchase Order by the Supplier to ADAMS in written or documentary form, or upon commenced delivery of Goods / provision of Services, whichever is sooner.
3. In the absence of explicit rejection of the Purchase Order in written or documentary form, within 2 business days from the date of its delivery to the Supplier, the Purchase Order and the terms contained therein shall be understood to have been accepted.
4. Any Purchase Order may only be accepted without reservations. All and any conditions or provisions specified by the Supplier in the confirmation of a Purchase Order that shall modify, supplement or otherwise deviate from the terms specified in the Purchase Order and these General Terms are unacceptable, invalid and ineffective, and shall not be deemed reserved, and the agreement shall be deemed to have been concluded under the terms specified in the Purchase Order placed by ADAMS. Conclusion of an Agreement under other terms than the ones specified in a Purchase Order shall require rejection of the Purchase Order and submitting a counter-offer by the Supplier.
5. As a minimum, a Purchase Order should specify the Goods (including its quantity or number) or Service, Price, and the date and place of delivery of Goods / provision of Service.

6. According to the civil code, any representations made by the Supplier about the Goods or Services before a Purchase Order has been placed by ADAMS (e.g. reply to a Request, price lists, promotion materials etc.), shall not be deemed an offer. Only Purchase Orders placed by ADAMS with the Supplier shall constitute an offer, according to article 66 of the civil code.
7. Any representations, information or correspondence shall be sent to ADAMS on Business Days:
 - a. by e-mail (24 hours a day); or
 - b. by fax (24 hours a day); or in writing.

III. Price and payment conditions

1. Unless it is agreed otherwise, the Price indicated in a Purchase Order shall include packaging, taxes, charges, custom duties, transport fees (according to the agreed delivery terms), and all other payments applicable to the supply of Goods / provision of Services. The price also includes the cost of any additional services related to the supply of Goods or provision of Services by the Supplier under the respective Purchase Order.
2. Payments for the supply of Goods or provision of Services shall be made by the Ordering Party by transfer to the Supplier's bank account indicated in the invoice, within due time indicated in the Purchase Order from the date of invoice delivery to the seat of the Ordering Party. If the Subject matter of the Agreement is found to be defective, the Ordering Party shall be entitled to withhold payment of the Price until the defects of the Subject matter of the Agreement are remedied or Goods are replaced.

IV. Delivery date and conditions

1. Unless the Parties have decided otherwise in written or documentary form, under the pain of nullity, the date of supply of Goods / provision of Services is specified in the Purchase Order.
2. The Supplier shall be fully responsible for any damage, cost or lost profits caused by the failure to observe the delivery date by the Supplier.
3. The Supplier is obliged to notify the Ordering Party forthwith of any circumstances which may cause a delay in the supply of Goods / provision of Services. Partial deliveries are allowed, provided that it has been agreed by the Parties in writing or indicated in the Purchase Order.
4. Upon delivery of Goods / provision of Services, the Supplier shall provide the Ordering Party with all technical documentation and certificates required for the Subject matter of the Agreement, as provided for in the applicable legal regulations and the Purchase Order.
5. Unless it has been indicated otherwise in the Purchase Order, or Parties have agreed otherwise in written or documentary form, under the pain of nullity, the applicable delivery term is DDP (Incoterms 2010) to the location indicated in the Purchase Order. The Supplier is obliged to unload the Goods, at his own risk and cost. Goods unloading is only allowed after prior approval by the Ordering Party and at the location indicated by the Ordering Party.
6. The Ordering Party shall not be obliged to accept Goods delivered before the agreed deadline indicated in the Purchase Order. The Ordering Party is entitled to return to the Supplier, at his expense and risk, the Goods delivered before the delivery date or, if they are accepted before the agreed date, to charge the Supplier with the appropriate storage costs or costs related to damage or loss of the Goods.
7. The Supplier is allowed to commence provision of a Service before the deadline indicated in the Purchase Order only upon approval of the Ordering Party expressed in written or documentary form.
8. The Supplier shall pay to the Ordering Party a contractual penalty:

- a. for withdrawal from the Agreement for reasons attributable to the Supplier -10% of the Purchase Order value;
- b. for exceeding the delivery date or the deadline for remedying faults discovered upon receipt of the order or during the guaranty or warranty period - 0.5% of the value of the Purchase Order for each day of delay.

V. Liability

1. Liability for damage, destruction or loss of the ordered Goods shall transfer from the Supplier to the Ordering Party upon delivery of Goods within the agreed deadline.
2. The Supplier is obliged to compensate any damages incurred by ADAMS in the result of non-performance or improper performance of the Agreement by the Supplier, or a prohibited act of the Supplier.
3. The Ordering Party may seek compensation for the incurred damages without any restrictions, under general terms.
4. The Ordering Party's liability for non-performance or improper performance of the Agreement is limited to the intentional fault or negligent act of the Ordering Party. The liability of the Ordering Party is limited to the value of the Subject matter of the Agreement, and shall not cover the profits lost.

VI. Quality guarantee and warranty for defects

1. The Supplier guarantees the best quality of the delivered Goods and provided Services.
2. The Supplier grants a 2-year quality guarantee for all delivered Goods / provided Services. The Parties are free to define another guarantee period in the Agreement. The guarantee period commences on the day following the date of receipt of the purchased Goods or Services. Notwithstanding the above, the Supplier shall transfer to ADAMS a guarantee of the manufacturer of Goods or any part thereof, including full documentation.
3. In case of a discrepancy between the performed Service and the Purchase Order, or any agreement between the Parties, made in written or documentary form, the Ordering Party may request the fault to be remedied, and if such remedy is not possible, or the Supplier fails to remedy the fault within the prescribed deadline, ADAMS shall be entitled to withdraw from the Agreement or demand reduction of the remuneration.
4. In case of a discrepancy between the supplied Goods and the Purchase Order, or any agreement between the Parties, made in written or documentary form, the Ordering Party may request, at its own discretion, the repair or replacement of faulty Goods, supply of a missing part or parts of the Goods, at the expense of the Supplier, or request reduction of the price, or withdraw from the Agreement.
5. The Supplier is obliged to remove a fault in Goods or Services, or to replace such faulty Goods with the ones free from faults, pursuant to the provisions of clause VI. sub-clause 3 and 4, within 7 days from the date of reporting the fault by ADAMS, unless ADAMS consents in written or documentary form to another deadline.
6. In case a defect of the Subject matter of the Agreement is remedied or defective Goods are replaced with good ones, the guarantee period starts anew.
7. If the Supplier fails to repair a defect of the Subject matter of the Agreement within the prescribed time, the Ordering Party shall repair the defect at the cost and risk of the Supplier, upon prior written notification of the Supplier, which is hereby consented to by the Supplier.
8. Irrespective of the guarantee rights referred to in clause VI. sub-clause 1 - 7, the Supplier shall be liable towards the Ordering Party for the warranty, according to the regulations of the civil code.

VII. Copyrights

1. Upon acceptance of the Subject matter of the Agreement, the Ordering Party shall acquire property copyrights to the works developed by the Supplier, alone or in cooperation with other persons, under the performance of the Agreement, in particular to analyses, strategies, business plans, projects, reports, papers, plans, schemes, structures, and forecasts. The Ordering Party shall also acquire the right to permit the derivative copyrights to those works to be exercised.
2. The acquisition of the property copyrights to the works shall be unlimited in time within the territory of the Republic of Poland, and all other countries in the following fields of operation:
 - a. recording and duplicating with the use of printing and reprographic technique, magnetic recording and recording with the use of digital technology; storing in computer's memory;
 - b. use in business operation;
 - c. trading, lending or leasing the data carriers on which the works have been stored;
 - d. public execution, presentation, displaying, playing or broadcasting and re-issuing or making the works available to the public in such manner that any person will be granted access to such works at place and time such person self chooses.
3. The remuneration for the acquisition by the Ordering Party the property copyrights to the Supplier's works in the fields of operation indicated in paragraph 2, and for the acquisition of the right to permit the derivative copyrights to be executed shall be included in the remuneration agreed in the Agreement. The Supplier shall not be entitled to receive separate remuneration for the acquisition of such rights by the Ordering Party.
4. If the acquisition of the copyrights, as provided for in paragraph 1 is impossible, the Supplier undertakes to transfer to ADAMS the property copyrights to the works specified in paragraph 1 under the terms specified above.
5. Upon acceptance of the work, the Ordering Party shall be entitled to:
 - a. dispose of the rights to the works transferred by the Supplier without restriction, and with the same to transfer those rights or any part thereof to other persons, including to grant licences and disposing of the works without restriction,
 - b. to develop papers on the work or any part thereof, and to use the papers and dispose of them without restriction, and without the need to pay any additional remuneration to the Supplier.

VIII. Force Majeure

1. The Parties shall not be held liable for non-performance and improper performance of agreements to which these General Terms shall apply, if such non-performance or improper performance is due to a Force Majeure event.
2. A Force Majeure event shall be any extraordinary external event, the occurrence and consequences of which cannot be predicted, nor prevented. In particular, a Force Majeure event shall include unusual forces of nature, such as a hurricane, earthquake, flood, war, riots, radioactive contamination, epidemic, strike, and legislative operations of governments or other situations preventing performance of the agreements to which these General Terms shall apply.
3. The Party claiming the occurrence of a Force Majeure event is preventing it from the execution of its obligations, should immediately notify the other Party, in written form under the pain of nullity, of the conditions under which such Force Majeure event has occurred, and the presumable duration of the event, or time needed to remove its effects.

IX. Final provisions

1. The Supplier shall not be entitled to transfer the rights or obligations under the Agreement to a third party without prior written consent of ADAMS.
2. The Parties agree that the phrase "in writing" or "written" or similar phrase used in these General Terms, shall mean a written form under the pain of nullity, unless a respective provision explicitly defines that the Parties have agreed to another form.
3. Any matters which are not regulated by these General Terms shall be subject to respective Polish law regulations, in particular the regulations of the civil code.
4. The Parties are obliged to keep confidential the provisions of the Agreements to which these General Terms shall apply, as well as any information obtained directly or indirectly with regard to negotiations, Purchase Order, execution and performance of the Agreements, in particular financial information concerning the other Party, and information constituting a business secret, except for information which the Party is obliged to disclose according to the applicable legal regulations, or the disclosure of which has been consented to by the other Party in writing, under the pain of nullity.
5. All and any amendments and supplements hereto should be made in the same form in which the Agreement has been concluded, under the pain of nullity.
6. Any disputes that may arise between the Parties with regard to the conclusion or performance of the Agreements to which these General Terms shall apply, shall be solved by a court of competent jurisdiction over the seat of ADAMS.