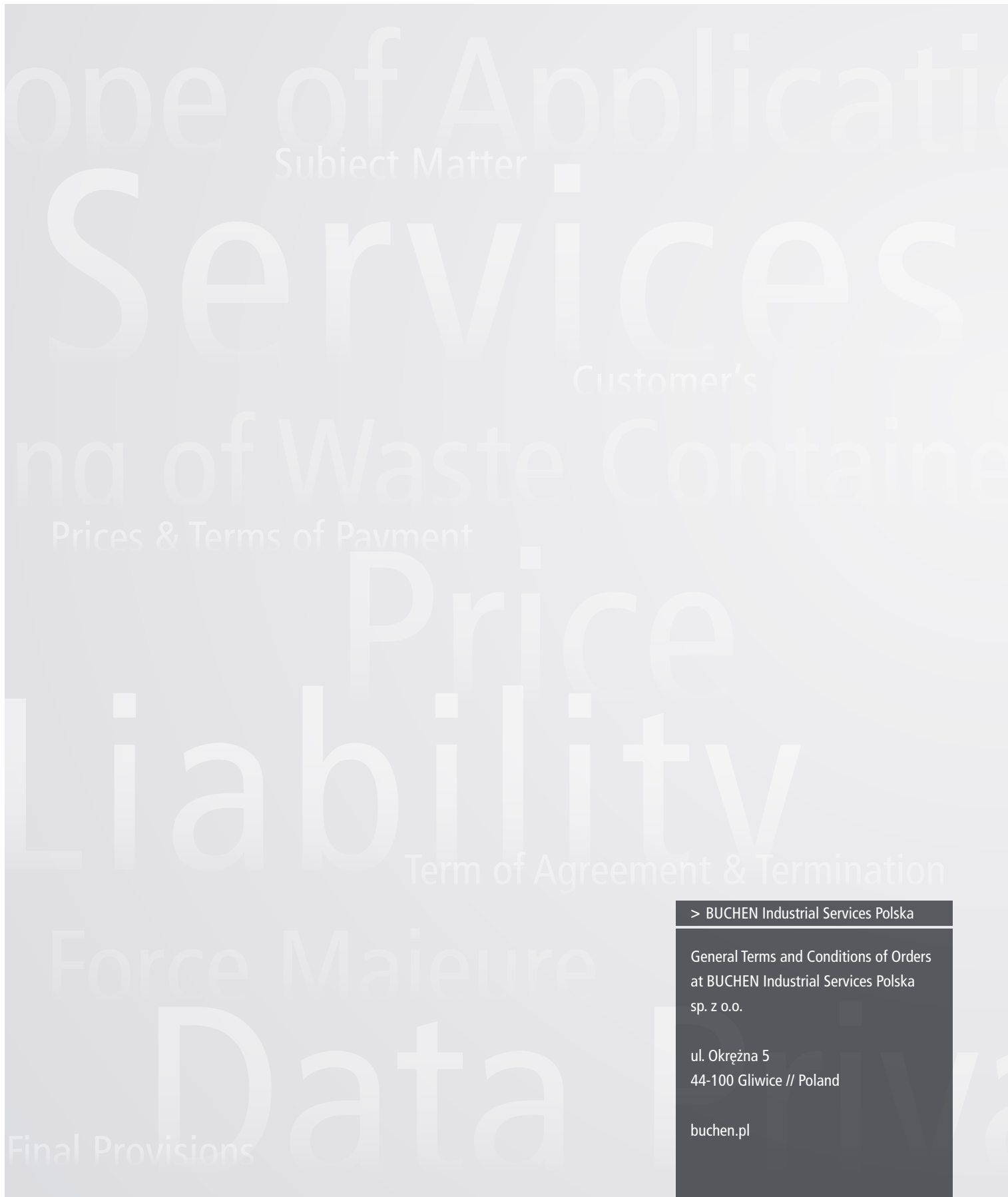


# General Terms and Conditions of Orders



> BUCHEN Industrial Services Polska

General Terms and Conditions of Orders  
at BUCHEN Industrial Services Polska  
sp. z o.o.

ul. Okrężna 5  
44-100 Gliwice // Poland

[buchen.pl](http://buchen.pl)

## > GENERAL TERMS AND CONDITIONS OF ORDERS

### § 1. Term definitions

Terms used in these General Terms and Conditions of Contracts mean:

- 1) Whenever a reference is made to OWZ, it shall mean these General Purchase Terms and Conditions. These OWZ apply to contracts concluded based on orders for Goods or Services placed by the Ordering Party with the Supplier and they shall constitute a coherent and integral part of the concluded contracts.
- 2) The Ordering Party: Buchen Industrial Services Polska Sp. z o. o. with its registered office at ul. Okrężna 5, 44-100 Gliwice, entered into the Register of Entrepreneurs of the National Court Register (KRS) kept by the Regional Court in Gliwice, under KRS number 0000253769, REGON (Business Statistical Number): 140539331, NIP (Taxpayer's Identification Number): 5272505484, share capital: PLN 50,000.00, paid up in full.
- 3) The Supplier: a natural or legal person or an organisational unit referred to in art. 331 of the Civil Code which, as part of the conducted business activities, renders services for the Ordering Party, including the leasing of workers, or supplies good for the Ordering Party.
- 4) The Parties: the Ordering Party and the Supplier.
- 5) Order: a document drawn up by the Ordering Party which is a basis for the Supplier to commence the provision of services or sale of goods; it contains at least the details of the Parties, the subject of the order and the price of the service or sale.
- 6) Goods: moveables, their components or other items ordered by the Ordering Party from the Supplier in order to purchase them, in accordance with the type, quantity and quality specification.
- 7) Services: any services or other activities ordered (commissioned) from the Supplier by the Ordering Party.

### § 2. General terms

- 1) The Ordering Party shall place orders based only on these OWZ and the provisions of a contract binding the parties, if such a contract has been concluded.
- 2) Any deviations from these OWZ must be confirmed by the Ordering Party in writing.
- 3) If the Supplier does not meet the deadline or fulfil other terms of the Order, through the Supplier's fault, the Ordering Party shall call on the Supplier to complete the Order, setting the final deadline for the delivery of the Goods or performance of the Service. If the Supplier exceeds this deadline, the Ordering Party shall have the right to withdraw from the contract, and the Supplier will not have the right to pursue any claims from the Ordering Party.
- 4) In the event of a delay in the performance of a service or delivery of goods, the Ordering Party reserves the right to seek compensation for losses incurred, including the right to seek compensation exceeding the amount of the reserved liquidated damages.
- 5) The Ordering Party reserves the right to supervise the quality and progress of the Order at each stage of its performance.
- 6) The Supplier shall be obliged to perform an Order in accordance with occupational health and safety regulations and requirements, fire safety regulations, the act on environmental protection, the act on the protection of persons and property, the act on education in sobriety and internal regulations in force at the Ordering Party. At each request of the Supplier, the Ordering Party shall make available to the Supplier internal regulations in force at the Ordering Party which are necessary for the proper performance of the Order.

### § 3. Specific terms and conditions applicable to Suppliers of chemicals

- 1) When supplying chemicals, the Supplier shall be obliged to provide material safety data sheets of the Goods drawn up in Polish.
- 2) The packaging in which the chemicals are delivered should be labelled in accordance with the applicable regulations.
- 3) The Supplier undertakes to collect the packaging left over from the above-mentioned Goods in accordance with the provisions of Polish law.

### § 4. Specific terms and conditions applicable to Suppliers of machinery, tools and devices

- 1) Suppliers of Goods which are subject to the obligation to confirm CE conformity and/or are designed for use in potentially explosive atmospheres (ATEX) are obliged to permanently mark these Goods and provide the required documentation in accordance with all applicable legal acts, in particular the act on systems of conformity assessment and market supervision (Dz.U. – the Journal of Laws – of 2016, item 542) and with implementing regulations concerning essential requirements for a given product.
- 2) Suppliers of Goods designed for work with high pressures are obliged to mark those Goods in a manner that clearly identifies the manufacturer and the maximum permissible operating pressure.

#### § 5. Specific terms and conditions applicable to Suppliers disposing of waste

- 1) Waste disposal services shall be settled on the basis of waste transfer notes accepted by the Ordering Party while applying the negotiated rates.
- 2) Suppliers disposing of waste shall be obliged to provide the Ordering Party with original waste transfer notes no later than 14 days from the date of the transfer of waste.

#### § 6 Specific terms and conditions applicable to entities that lease workers

- 1) The Supplier is obliged to properly and in a timely manner dispatch workers to perform the Services.
- 2) The Supplier undertakes that workers it dispatches will have up-to-date medical examinations and appropriate qualifications, permits and skills in accordance with the requirements of the ordering party.
- 3) The Supplier's workers are obliged to comply with internal regulations in force in the entity for which the work is performed, in particular occupational health and safety standards and regulations, as well as to maintain proper order on the work site. The Supplier shall be liable for any penalties imposed due to the failure of the leased workers to comply with these rules.
- 4) The Supplier is obliged to provide the dispatched workers with work clothes in accordance with occupational health and safety regulations, in particular: S3 or higher class work shoes, helmet, safety glasses, ear protectors, antistatic clothing and protective gloves. Should it be necessary to use special protective equipment due to the specific nature of the work being performed, the Ordering Party shall provide the appropriate protective equipment.
- 5) The Ordering Party shall assess the correct performance of the subject of the Order. The Ordering Party shall also supervise the proper performance of the Order.
- 6) The basis for settlement of the Order shall be a report on the confirmation of activities signed by the Ordering Party's representative, containing a detailed list of hours worked by the Supplier's employees. Man-hours shall be settled with an accuracy of each finished 0.5 hour of work.
- 7) The payment for employee leasing services shall be made within 7 days from the date of payment of wages by the entity for which the work is performed.
- 8) The Supplier shall not be entitled to use subcontractors without the Ordering Party's written authorization.

#### § 7. Invoicing and terms of payment

- 1) Invoicing shall be done based on a confirmation of the delivery of the Goods or a report on due performance of the subject of the Order, as approved by the Parties.
- 2) The Seller is obliged to issue the invoice in accordance with the applicable VAT regulations.
- 3) If, for reasons attributable to the Supplier, the Ordering Party is unable to deduct the calculated VAT, the Supplier shall undertake to issue a revised invoice in order to compensate for the loss incurred.
- 4) Invoicing shall be possible after the entire subject of the Order has been completed. Partial invoicing requires the prior consent of the Ordering Party.
- 5) Payment of the invoice is conditional on the Supplier's complete fulfilment of the following conditions:
  - a. the original invoice has been delivered along with all the required enclosures to the following address:  
BUCHEN Industrial Services Polska Sp. z o.o. // ul. Okrężna 5 // 44-100 Gliwice // Poland,
  - b. the order number indicated by the Ordering Party has been provided in the invoice,
  - c. the invoice has been issued in accordance with the Ordering Party's order and the provisions of the law,
  - d. the goods or service has been delivered in accordance with the Order.
- 6) Invoices issued contrary to the Order, legal regulations or without indication of the Order number shall be sent back as not acknowledged.
- 7) If a complaint procedure is initiated against the Supplier, the payment deadline may be extended without any negative consequences for the Ordering Party.
- 8) As a rule, the Ordering Party shall make the payment within 60 days from the receipt of the invoice. Any deviations from this rule shall require the Ordering Party's written confirmation.
- 9) The Parties shall deem the day of debiting the Ordering Party's bank account the date of payment.

#### § 8. Guarantees

- 1) The Supplier shall grant the Ordering Party a 12-month guarantee for the performed Services, counting from the date on which the Parties sign the final positive report on the acceptance of the works. The guarantee for the Goods shall be granted in accordance with the manufacturer's guarantee, but for a period of no less than 12 months.
- 2) Any defects of the Goods used by the Supplier or any defects in the Services performed by the Supplier shall be reported during the guarantee period, within 14 days from the date of their discovery by the Ordering Party.
- 3) The Supplier shall process the complaint immediately after receipt of its notification, not later than within 14 days. If the Supplier does not take a position on the submitted complaint, the Supplier shall pay the Ordering Party liquidated damages of 0.5% of the net remuneration specified in the Order for each day of delay in processing the complaint, however, not more than 20% of this remuneration.
- 4) The Supplier shall replace the defective Goods with Goods free from defects if the Goods have been previously repaired at least two times and still have defects which prevent their continued use for their intended purpose.
- 5) If the Supplier does not rectify the defect in the performed Services or repair the defective Goods within the time limits agreed by the Parties or does not replace the defective Goods, the Supplier shall pay the Ordering Party liquidated damages of 0.5% of the net remuneration specified in the order for each day of delay in rectifying the defect, however, not more than 20% of this remuneration.
- 6) The period during which the subject of the Order will not be usable due to faulty workmanship or malfunction will extend the guarantee period by a time equal to the length of this period of unsuitability for operation.
- 7) The foregoing provisions are considered tantamount to the issue of the document. The rights resulting from the guarantee granted by the Supplier may be exercised by the Ordering Party on the basis of the Order, without the need to produce any other guarantee documents.

#### § 9. Final clauses

- 1) The Supplier may not transfer the receivables to third parties without the Ordering Party's prior written consent.
- 2) The applicable law for this Order is the Polish law.
- 3) All disputes shall be settled first amicably, and if they cannot be resolved within 30 days from the start of the dispute, they shall be settled by a common court having competence for the Ordering Party's seat.
- 4) If the provisions of the contract concluded with the Supplier are in conflict with the provisions of these OWZ, the provisions of the contract shall be deemed valid.