PURCHASING DOCUMENT · PG3.IXX.F02.R01

General Terms of Purchase

General terms of purchase

PURCHASER	MS-Progress Sp. z o.o.
ADDRESS	Rudzica 755, 43-394 Jasienica, Poland
REFERENCE	PG3.IXX.F02.R01 · PG3.F02_R1

CONTENTS

1 GENERAL PROVISIONS 3
2 DELIVERY DATES 3
3 TERMS OF DELIVERY 3
4 GUARANTEE AND WARRANTY 4
5 COSTS OF COMPLAINTS 5
6 QUALITY MANAGEMENT SYSTEM REQUIREMENTS 5

TEL. (+48) 445 41 93 · E-MAIL office@ms-progress.com · VAT ID PL 548 266 33 73 · KRS 0000466082 · BDO 000179217
MS-PROGRESS Sp. z o.o. · Rudzica 755, 43-394 Jasienica, Poland · District Court in Bielsko-Biała, 8th Commercial Division of the National Court Register · REGON 243294000 · Share capital PLN 300,000.00

1 GENERAL PROVISIONS

1.1 These General Terms of Purchase apply to orders placed by MS-Progress Sp. z o.o., hereinafter referred to as the “Purchaser”, and concern the purchase and sale or delivery of materials, raw materials, parts, semi-finished products, products or equipment, hereinafter referred to as the “Goods”, by the entity hereinafter referred to as the “Supplier”.

1.2 The order number must be quoted on the delivery notice, invoice, goods dispatch note, acceptance report and all other transaction documents. Failure to state the order number may result in acceptance of the delivery being withheld until the missing information required for its acceptance has been provided.

1.3 Each delivery of plastic, material or raw material must be accompanied by the relevant certificate.

1.4 Acceptance of the order must be confirmed in writing by the Supplier within 2 working days of the date on which the order was sent. A paper document or an e-mail sent by the Supplier to the Purchaser shall be deemed written confirmation. Signing the order constitutes acceptance of these General Terms of Purchase. Failure by the Supplier to confirm in writing within the above deadline shall be treated by the Purchaser as tacit acceptance of the order by the Supplier on the terms specified in the order and in accordance with these General Terms of Purchase.

2 DELIVERY DATES

2.1 The delivery date is the date specified in the order and means the date on which the Goods are delivered to the place of delivery indicated in the order, or the date on which they are made ready for collection by the Purchaser at the place indicated in the delivery terms.

2.2 In the event of a partial delivery, the Supplier shall deliver the remaining part at its own expense by the fastest possible means of transport.

Where the Purchaser collects the Goods at its own expense and they have not been fully prepared by the required date, delivery of the missing quantity becomes an obligation of the Supplier resulting from the delay.

2.3 If the delivery date is at risk, the Supplier shall promptly inform the Purchaser in writing, stating the expected length of the delay and its causes. Failure to provide such information, or information indicating that the delivery cannot be made on time, may constitute grounds for the Purchaser to withdraw from the order (with the consequences set out in clause 3.5 of these General Terms of Purchase).

2.4 The Purchaser reserves the right to withdraw from all or part of an order not fulfilled by the date specified in the order without any obligation to pay compensation. At the same time, the Purchaser reserves the right to claim compensation from the Supplier for improper performance of the order under the general principles of the Polish Civil Code, and reimbursement of costs incurred for substitute performance of the order. The Purchaser is entitled to pass on to the Supplier all claims arising from losses incurred due to late delivery, including claims made by the Purchaser’s customers.

TEL. (+48) 445 41 93 · E-MAIL office@ms-progress.com · VAT ID PL 548 266 33 73 · KRS 0000466082 · BDO 000179217
MS-PROGRESS Sp. z o.o. · Rudzica 755, 43-394 Jasienica, Poland · District Court in Bielsko-Biała, 8th Commercial Division of the National Court Register · REGON 243294000 · Share capital PLN 300,000.00

3 TERMS OF DELIVERY

3.1 Ordered Goods are delivered by the Supplier to the place specified in the order or made ready for collection at the agreed place.

3.2 A delivery may be rejected if it is not accompanied by a delivery document issued by the Supplier stating the order number, specification of the Goods shipped, quantity, packaging details, weight and place of receipt (where specified in the order), together with attestations, certificates or warranty cards.

3.3 The Supplier is liable for damage resulting from delay, loss or damage caused by improper marking or packaging of the shipment.

3.4 Delivery of the ordered Goods shall be deemed completed—with respect to fulfilment of the delivery terms and the transfer of the risk of accidental loss of or damage to the Goods from the Supplier to the Purchaser—upon documented, defect-free acceptance of the delivered Goods by the Purchaser at the agreed place.

3.5 Liability for non-performance or improper performance of the order is established in the form of contractual penalties in the following cases and amounts:

3.5.1 The Supplier shall pay the Purchaser a contractual penalty of 2% of the value of the order for withdrawal from the order by the Purchaser for reasons attributable to the Supplier, or by the Supplier for reasons not attributable to the Purchaser.

3.5.2 The Supplier shall pay the Purchaser a contractual penalty of 2% of the value of the order for each day of delay in delivery.

3.5.3 The Supplier shall pay the Purchaser a contractual penalty of 2% of the value of the order for each day of delay in remedying defects found upon acceptance of the ordered Goods or during the guarantee and warranty period, counted from the expiry of the deadline set by the Purchaser for remedying the defects.

3.5.4 The Purchaser is entitled to deduct the accrued penalties from the Supplier’s remuneration.

4 GUARANTEE AND WARRANTY

4.1 The guarantee period runs from the date specified in the order. Liability under the guarantee is in accordance with the provisions of the Polish Civil Code.

4.2 The Purchaser shall notify the Supplier of defects found in the delivered Goods promptly, but no later than within 5 days of detecting the non-conformity.

4.3 Whenever a defect is reported, the Purchaser expects a statement from the Supplier on the root cause of the error and the corrective actions taken, in the form of an appropriate 8D report.

4.3.1 Deadline for presenting immediate containment action: 24 hours from receipt of the complaint.

4.3.2 Deadline for presenting a full analysis of the non-conformity together with corrective and preventive actions: 5 working days from the date of receipt of the complaint.

4.4 The Supplier shall remedy defects found during the guarantee period and upon acceptance of the Goods within the deadline set by the Purchaser.

4.5 The Purchaser reserves the right to return or replace all defective Goods at the Supplier’s expense.

TEL. (+48) 445 41 93 · E-MAIL office@ms-progress.com · VAT ID PL 548 266 33 73 · KRS 0000466082 · BDO 000179217
MS-PROGRESS Sp. z o.o. · Rudzica 755, 43-394 Jasienica, Poland · District Court in Bielsko-Biała, 8th Commercial Division of the National Court Register · REGON 243294000 · Share capital PLN 300,000.00

4.6 The Supplier shall take all necessary steps to ensure replacement or repair of defective Goods at its own expense and with due diligence. If the Supplier fails to remedy a reported defect within the set deadline, the Purchaser may remedy the defect on the Supplier's behalf and at the Supplier's expense, after prior notification.

4.7 The Purchaser has the full right to raise claims in respect of defects in the Goods. In special cases where defects may cause a production stoppage or a delay in delivery to the customer, the Purchaser may remedy the defects itself at the Supplier's expense.

4.8 Irrespective of the rights under the guarantee, the Supplier is liable to the Purchaser under statutory warranty in accordance with the provisions of the Polish Civil Code. The statutory warranty period granted by the Supplier is equal to the guarantee period granted by the Supplier.

5 COSTS OF COMPLAINTS

5.1 Where a complaint is issued to the Supplier, the Supplier shall bear the following costs:

5.1.1 Sorting of components and finished products.

5.1.2 Administrative costs of MS-Progress Sp. z o.o. amounting to EUR 100.

5.1.3 Costs of necessary examinations and tests carried out on the rejected parts (e.g. in an external accredited laboratory).

5.1.4 Costs of transport to and from MS-Progress Sp. z o.o. (courier, forwarding, customs costs, etc.).

5.1.5 Costs of special transport to the customer in order to avoid a production line stoppage.

5.1.6 Any other costs related to the complaint that were caused by the poor quality of the products/Goods delivered by the Supplier.

6 QUALITY MANAGEMENT SYSTEM REQUIREMENTS

6.1 The Supplier undertakes to apply and continually improve a quality management system that meets at least the requirements of ISO 9001:2015 in order to meet the requirements of MS-Progress Sp. z o.o.

6.2 The Supplier is obliged to inform the Customer of the status of its certification.

6.3 The Supplier is obliged to ensure that the product, process and service it supplies comply with the legal and regulatory requirements currently in force in the country of receipt, the country of shipment and the country of destination specified by the customer.

TEL. (+48) 445 41 93 · E-MAIL office@ms-progress.com · VAT ID PL 548 266 33 73 · KRS 0000466082 · BDO 000179217
MS-PROGRESS Sp. z o.o. · Rudzica 755, 43-394 Jasienica, Poland · District Court in Bielsko-Biała, 8th Commercial Division of the National Court Register · REGON 243294000 · Share capital PLN 300,000.00