I. DEFINITIONS

1. CTP – these General Terms of Purchase, constituting the general terms and conditions of the contract, as defined under the Polish Civil Code.
2. Hexonic – Hexonic spółka z ograniczoną odpowiedzialnością with its registered seat in Nowy Ośrodek Gdański (82-100), ul. Warszawska 50, entered into the Register of Entrepreneurs maintained by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under the KRS number: 0000060528, Tax Identification Number: 7810109381, National Official Business Register Number (REON): 001391624, having a share capital in the amount of 7,035,000 PLN.

III. GENERAL PROVISIONS

1. These General Terms of Purchase shall apply to all Orders, as well as in all commercial dealings between Hexonic and its Counterparties, unless these CTP shall be made available directly to Counterparties at www.hexonic.com and/or when Hexonic places requests for proposal. Where a Counterparty concludes a Contract or initiates the performance of such a Contract, they accept these CTP in entirety.
2. The Order and CTP shall constitute an integral part of any contract.
3. These CTP shall be given, replaced or amended, in the absence of such written consent of Hexonic. Any exclusion or any modification of the application of these CTP with respect to a certain Counterparty shall only be possible in the manner stipulated in the previous sentence. If the Counterparty does not comply with these terms and conditions that are contrary or supplementary to these CTP, and terms and conditions shall not apply to any of the Orders concluded by Hexonic. Any such contract terms used by the Counterparty shall not be accepted by Hexonic unless a Hexonic representative is authorized in writing clearly detailing the said exclusions. Any breach by Hexonic shall also require written form, under penalty of nullity. In the absence of such an agreement, these CTP shall apply in dealings between the Parties. For the avoidance of doubt, the performance of a delivery or service by the Counterparty or acceptance thereof by Hexonic shall not constitute any acceptance on the part of Hexonic of any general terms and conditions applied by the Counterparty nor changes to CTP proposed by such a Counterparty.
4. If the Party maintains a permanent business relationship, the acceptance of the CTP by the Counterparty in relation to one Contract shall be considered acceptance of the CTP in relation to subsequent contracts concluded by Hexonic by that Counterparty.
5. All provisions of the Contracts concluded by Hexonic with Counterparties shall be binding for Hexonic only if they were accepted by Hexonic in writing, otherwise being null and void.
6. Should the Counterparty provide any written statement to the contrary, any and all arrangements between the Parties made as part of the performance of a concluded Contract, as well as all additional arrangements, changes, termination, suspension of performance or withdrawal from such a Contract shall require written form, under pain of nullity.

III. OFFER AND CONTRACT CONCLUSION

1. Hexonic shall conclude the Contract with the Counterparty only under the terms and conditions stipulated in this invitation, by set of negotiable general terms in excess of the contractual penalty amount.
2. Along with a request for proposal submitted by Hexonic, the Counterparty may receive documentation detailing the Order in more detail, including, but not limited to material requisition forms that precisely stipulate the technical requirements and conditions, as well as the expected time of delivery and the expected value of the Order, including the required standards and attestations. The documentation provided shall be used to assess compliance of the potential Counterparty’s offer with Hexonic requirements.
3. By placing an Order electronically or in writing, in accordance with section 4, Hexonic shall accept the Counterparty’s offer and confirm its terms and conditions.
4. An Order shall be deemed to have been placed by Hexonic (acceptance of the Counterparty’s offer):
   a) electronically – when the Counterparty receives the Order form (system order) generated by the Hexonic IT system, authorized and sent by a duly authorized Hexonic representative;
   b) in writing – when the Counterparty receives the Order in written form, signed by a duly authorized Hexonic representative.
5. The Counterparty shall immediately confirm acceptance of the Order in writing. Should no such confirmation be received within two days, Hexonic shall be entitled to withdraw from the contract without providing an additional deadline to confirm the acceptance of the Order.
6. Acceptance of the Counterparty’s offer is limited by the provisions of these CTP. Hexonic shall especially not be bound by provisions that are contrary to or supplementary to the terms and conditions herein included by the Counterparty in any statement submitted to Hexonic, including, but not limited to the Order, in the confirmation of Order acceptance or on an invoice.
7. Each amendment to these CTP, including supplementation or replacement of any provision hereof, shall require a previous written statement from Hexonic to be effective.
8. The Counterparty shall precisely indicate the Order number in all their communications with Hexonic, including, but not limited to the Order confirmation, invoice confirmation, any documents. Otherwise, Hexonic shall not be responsible for any related delays.
9. Hexonic reserves any and all rights, including proprietary copyrights to all documentation subsequent to the Order from any further external suppliers and/or any other obligations towards third parties.
10. The Counterparty shall notify Hexonic in due advance of any public law standards, laws, case-law and requirements, as well as any changes in the performance of the Contract or that should be followed in connection with the Counterparty’s performance. Failure to notify Hexonic of the Counterparty being required to remedy the damage resulting from Hexonic not following such regulations.
11. The goods to be delivered shall be delivered and returned at the risk and expense of the Counterparty.
12. The scope of the Counterparty’s liability shall include, but not be limited to delays in delivery and collection of the goods to be delivered by the carrier or forwarder, including when the Counterparty has concluded a separate transport contract with such carrier or forwarder.
13. The Counterparty shall be responsible for careful and proper unloading of the goods to be delivered at their delivery and loading them upon any request. The respective activities shall be performed at the cost of the Counterparty, also if performed by Hexonic or a third party to whom the activities are commissioned by any of the Parties.
14. The Counterparty shall assume the risk of damage to the goods to be delivered, irrespective of its cause, from the beginning of loading onto the means of transport, until their unloading at the place indicated by Hexonic.
15. The collection or delivery certificate signed by Hexonic, for the goods to be delivered, is not only that the delivery has taken place and shall not determine whether Hexonic inspected the goods and services in terms of their conformance to the Order form (system order) generated by the Hexonic IT system, authorized and sent by a duly authorized Hexonic representative.
16. Should the Counterparty fail to meet the performance deadline without the approval of Hexonic expressed in the form of a written statement, as mentioned in section 6, Hexonic shall be entitled to charge contractual penalties in the amount of 2% of the gross Order value for each day of the delay, accruing automatically and without any notice or express demand. In the extent of the possibility to enforce compensation claims on
V. ACCEPTANCE AND QUALITY CONTROL

1. The Counterparty shall deliver goods and services only according to the description and specification stipulated upon the conditions set forth in the contract. The Counterparty shall in particular warrant that the objects of each Order entirely conforms to the requirements set forth in the documentation indicated under item III.2. The goods or services delivered by the Counterparty must be of full quality and free of any physical and legal defects. Any materials used in the delivered goods or in provision of the services to be are to be new, unless a Hexonic Order additionally stipulates otherwise.

2. Upon completion of the Contract performance, Hexonic shall have the right to inspect and verify the Counterparty's performance of the Contract. The respective object is to be recorded in a certificate, which shall be null and void unless signed by Hexonic. By the appropriate deadline, established by Hexonic, the Counterparty shall perform or remedy, at Hexonic's discretion, the faults found or work not performed. Otherwise, Hexonic shall have the right to commission them to a third party at the cost and risk of the Counterparty. Notwithstanding the foregoing if there are no discrepancies between the Counterparty's performance and the Order, Hexonic shall have the right to demand a price reduction; additionally, after the time given to the Counterparty for removing defects or increasing performance on request, it is concluded that the defects in the object of the performance were not removed. Hexonic shall have the right to withdraw from the Contract in whole or in part, at its discretion. A portion of the remuneration corresponding to the improperly performed or non-performed object of the Contract shall be withdrawn, until defects are removed or overdue work is completed.

3. Hexonic reserves the right to withdraw from the Orders performed by the Counterparty in terms of any quality and quantity discrepancies. Complaints shall be submitted to Hexonic in writing within thirty business days from the day when the acceptance certificate is signed by Hexonic and in the case of latent defects, within thirty days from their discovery.

4. Failure to report complaints by the stipulated deadlines or signing the acceptance certificate for the delivered goods or services, without reservations, shall deprive Hexonic of the right to complain or seek compensation, nor any rights under implied warranty for defects or guarantee.

5. Hexonic represents and the Counterparty acknowledges that any services purchased from the Counterparty shall be used for Hexonic's own purposes, which is subject to expert third party certification. If a representative of a third party certifying the Hexonic manufacturing processes, a representative of the Counterparty, the Counterparty's performance of the Order does not conform to the requirements set forth under item III.2 of these GTP, such determination shall be binding for the Parties and Hexonic shall have the right to withdraw from the Contract at the request of the Counterparty in respect of such performance.

6. The Counterparty shall not have the right to condition the performance of Hexonic's claims under a complaint on Hexonic's previous payment of any overdue amounts towards the Counterparty.

7. If shortcomings and/or defects are identified in the goods upon unloading, Hexonic shall have the right to leave the object of performance at the Counterparty's disposal. If this happens, goods left at the Counterparty's disposal shall be collected within 7 days from the date when such a situation is reported by Hexonic; failure to collect may result in the Counterparty being charged with the costs of storing the goods up to the point of multimodal transport. Costs issued after the costs of transport and costs of storage are covered, based on a VAT invoice issued by Hexonic.

VI. PRICE AND PAYMENT TERMS

1. The price indicated in the Order submitted by Hexonic shall be binding and in the absence of any other written agreements between the Parties, it shall be a lump-sum and constant price including all costs related to the price of transport, packaging, insurance and any public levies, including VAT tax and duties, as well as other charges (if any). The Counterparty shall reduce the Price if they receive any discount or rebate, also when such rebate is offered to other buyers as well.

2. Should there be no other written contractual arrangements between the Parties, the Price shall be payable by Hexonic within 30 days from the day when a payment order for the performance, including Hexonic's initial order number, is delivered to Hexonic's bank account. The aforementioned payment date, subject to section 3. The Counterparty shall be liable for any effects of failure to fulfill the obligation to appropriately mark the VAT invoice or another invoice.

3. There is a dispute between the Parties regarding the Price, Hexonic reserves the right to decline payment of the Price until the final and non-appealable resolution of such a dispute.

4. In no event shall Hexonic be required to pay the Price before acceptance of the object of the Order.

5. Hexonic reserves the right not to collect from the Counterparty a shipment that is payable on receipt.

6. If proper performance by the Counterparty or a third party employed by the Counterparty requires any work to be performed after delivery of the goods in order to allow for the goods to be used as intended, the costs connected with such work shall be included in the Price, unless the contract stipulates otherwise.

7. The Counterparty may not deduct their receivables towards Hexonic. The Counterparty may use the Price for redactions only if the claim is confirmed by a final and non-appealable resolution of such a dispute.

8. The price quoted to Hexonic is exclusive of the shipping cost to the Counterparty and bank transfer fees. If the Price includes VAT, the price shall be based on a VAT invoice submitted by the Counterparty to Hexonic with the aforementioned payment date, subject to section 3. The Counterparty shall be liable for any effects of failure to fulfill the obligation to appropriately mark the VAT invoice or another invoice.

9. If there is a dispute between the Parties regarding the Price, Hexonic reserves the right to decline payment of the Price until the final and non-appealable resolution of such a dispute.

10. In no event shall Hexonic be held liable for any damages and/or lost profits arising from the claims of the Counterparty nor any other entity, related to a violation of the terms of the Contract, including those that result from perform and/or undue performance of an obligation as stipulated in the Contract.

11. Irrespective of the legal grounds (contract/tort) based on which the Counterparty's claim is being formulated, Hexonic shall not be held liable for damages and/or losses the amount of which exceeds the net value of the object of the Contract (minus the VAT rate). The provisions of section VII 6) and 7) of the GTP shall not apply only in the case where, according to mandatory provisions of law, Hexonic is liable irrespective of the above limitation and/or exclusion of liability.

VIII. WARRANTY AND GUARANTEE

1. The Counterparty represents that they shall provide goods and services in a reliable manner and with due diligence and that they shall perform efficiently, professionally and competently, according to the generally accepted standards of good practice.

2. The Counterparty's liability under implied warranty for defects of the goods and/or services delivered shall be twenty four (24) months, as of the day when Hexonic accepts the object of the Contract.

3. Any claims submitted according to the provisions of this Article shall be reported to the Counterparty within one month as of the expiry of the actual basis for such claims and in each case they shall be reported within one month as of the expiry of liability under implied warranty for defects, provided that the defects are detected in the period of warranty.

4. The Counterparty shall remove any defects and/or faults in the goods and/or services immediately after receiving the notification, however not later than before the deadline for removing these, as indicated by Hexonic; the Counterparty may seek compensation, nor any rights under implied warranty for defects, if proper performance by the Counterparty or a third party is impossible.

5. The Counterparty, without the need to obtain a separate court authorization and authorization from the Counterparty and without the need of obtaining a separate warrant from the warranty and/or guarantee (Replacement Performance), in such a situation shall be required to reimburse any and all justified technical costs incurred by Hexonic due to invoking Replacement Performance as well as the consequence of such a dispute, as of receiving the relevant payment request and/or invoice from Hexonic.

6. The Counterparty grants Hexonic a guarantee for the goods and services delivered under the Contract – the guarantee period shall be twenty four [24] months, as of the day when Hexonic accepts the object of the Contract.

7. Liability under the warranty covers any physical defects that reduce the functional or technical value of the goods and/or services. The Counterparty warrants in particular that the supplied goods and services meet the highest requirements in terms of manufacturing technology and that they shall comply with the applicable technical standards applicable in Poland and in the European Union. As part of their obligations under the guarantee referred to in this Article, the Counterparty guarantees that the goods and equipment supplied shall be free from defects in material, design and workmanship, and will conform to the latest technology available to the Counterparty at the date of the Contract and will be completely new and suitable for its intended purpose.

8. The provisions of sections 3.5 above shall apply to the Counterparty in respect of the Performance.

9. Hexonic may perform their guarantee rights irrespective of their rights under warranty.
IX. FINAL PROVISIONS

1. Any and all amendments to this Contract must be made in writing, otherwise being null and void.

2. The Parties agree to amicably resolve any conflicts arising from the Contract binding them. Should it be impossible to resolve the dispute amicably within 30 days, the court competent to consider the case shall be a Polish court with local jurisdiction over the registered office of Hexonic.


4. Should any provision of these GTP and/or the Order be invalid, the remaining provisions shall be binding upon the Parties without alteration.

5. The Counterparty shall not be entitled to transfer and/or assign the receivables resulting from the Contract without the prior written consent of Hexonic. The GTP shall also apply in dealings between legal successors of the Parties.

6. Matters not stipulated under these GTP and the Order shall be governed by universally applicable provisions of Polish law and their provisions should be interpreted in accordance with this law.