

GENERAL PURCHASING CONDITIONS PLASIMET S.J.

1. The given below terms of supplies are applicable to each order, unless other data concerning all or some stipulations is stated in the order contents.
The General Terms of Supplies define the method of an order management and do not require the signatures of the Parties. It is assumed that the Supplier accepts the terms presented when, within 7 days from the date of an order receipt, he has not submitted to Plasimet S.J. in writing, on pain of nullity, a different stipulation. The lack of such stipulations or submitting them after the due date, results in accepting the terms by the Supplier. Thus, stating other conditions on the proofs of delivery, invoices or other commercial letters, results in their annulment or nullity.
2. Any statement made by the Parties in relation to a contract or order realization, including amendments to the contents or stipulations, requires a written form, on pain of nullity.
3. In case of a delay in delivery, even in only one position of the order, Plasimet S.J.C. reserves the right to take any of the following measures:
 - claim a full performance from the Supplier, expecting at the same time the payment of a statutory penalty for each day of the delay, in the amount of 1% of the purchase price of the material or semi-finished product. Moreover, Plasimet S.J. is entitled to claim damages exceeding the statutory penalty charges (the cost related to detection and maintenance of the defective components in Plasimet S.J., or to the penalty charges resulting from failed deliveries to the clients of Plasimet S.J.)
 - cancel the Contract as whole or in part, by submitting a written notice, together with the right to claim damages for not performing the Contract;
 - seek for resourcing from other supplier at the expense and risk of the so-far Supplier, retaining at the same time the right to claim compensations for damages.
4. The delivery destination is Plasimet S.J. or other location specified in the order. The risk of accidental loss or damage of the goods passes to Plasimet S.J. with the moment of accepting the goods into Plasimet warehouses, in accordance to item 5.
5. At a delivery reception, the goods are accepted to the warehouse as suspended, until the quantity and quality inspection is performed. If the check result is positive, the goods are entered in the Plasimet S.J. inventory.
6. Any negative results of the quality or quantity inspection will be immediately communicated to the Supplier. Defective goods (the whole batch) will be returned to the supplier for a prompt replacement, which should take place

- within 3 days from receiving the notice. The Supplier is obliged to perform a repair or return the cost of it. The cost of defective parts maintenance by Plasimet are included in the appendix to the general terms of supplies.
7. Plasimet S.J. takes no responsibility for materials delivered in quantities exceeding the stated in the order (schedule), also in case when they have been entered in Plasimet S.J. warehouse.
 8. It is assumed that the contractual prices have been accepted by the Supplier, and so they are not a subject to any changes, unless it is otherwise stated by a clear agreement of the Parties made in writing, on pain of nullity.
 9. Failure to perform or improper performance of obligations by the Supplier entitles Plasimet to withhold payments to the Supplier for prior services, including the ones not related to the order.
 10. Drawings, tests, special devices which will be provided by Plasimet S.J. for the purposes of the order, will remain the property of Plasimet S.J and must be returned in good condition, after completing the work. Not returning the devices entitles Plasimet S.J. to charge the Suppliers with their cost of or the cost of a possible repair.
 11. Persons authorized by Plasimet S.J. are entitled to enter the warehouse of our Suppliers in order to take the stock and inspect the materials being our property, as well as the materials in the production and in ready products.
 12. Any issues arising in relation to this Contract execution should be settled in an amicable way. If such a settlement is not possible, the issue is governed by jurisdiction of a common court, appropriate for Plasimet S.J.



Ireneusz Kijas
President



Andrzej Uziębło
Vice President

APPENDIX to GENERAL PURCHASING CONDITIONS PLASIMET S.J.

COSTS OF SORTING, INSPECTION and SERVICING OF REJECTED GOODS IN PLASIMET S.J.

No.	Description	Unit	Cost in €
1	Cost of operator	hour	7,5
2	Cost of technologist	hour	10
3	Cost of the control functionary	hour	10
4	Cost of administration related to claims, parts return, re-acceptance	1 claim	25
5	Cost of re-selection, repair, etc., additional transport		According specification
6	Cost of re-construction of the lost production		According specification
7	Cost related to claims concerning ready products, caused by defective components or production stoppage in the field (at the client's)		According specification