



TradePol



TradePol Grupa

Edition I is effective as of March, 3rd 2017

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

1. In the present General Purchase Order Terms and Conditions [hereinafter referred to as "GPOTC"] ["the Seller"] means any seller as indicated in the confirmation of the order for Goods to be delivered, issued by the Seller, and "TRP" stands for TradePol Sp. z. o., KRS 0000175801. "Goods" means any goods of any nature delivered by the Seller under and pursuant to this Agreement to FD.

REGULATIONS AND GENERAL CONDITIONS

2. These GPOTC shall be an integral part of any agreements or orders for the Goods to be delivered by and between the Seller and TRP; The provisions of these GPOTC shall take precedence over the provisions of such agreements and orders, furthermore, together with the Seller's written offer for the delivery of Goods relating to such agreements and orders, these GPOTC constitute a full and exclusive agreement between the Parties with respect to the subject matter thereof, notwithstanding anything to the contrary in this Agreement, regardless of the form in which they were expressed whatsoever. Deviations from these GPOTC shall only take effect if the Specific Terms of Purchase (hereinafter referred to as the "STP") have been drawn up, and shall be constructed as a waiver solely for the purpose of the agreement, all other terms and conditions set out in these GPOTC shall constitute to be binding on the parties.
3. Each single order of Goods to be delivered issued by TRP shall be deemed to be an offer submitted by TRP to the Seller for the purchase of such Goods in accordance with these GPOTC. This offer shall be valid for a period of 15 (fifteen) days from the date of its issue and shall be deemed to be accepted at the time the Seller issues a written confirmation of the order sent to TRP.
4. Any references to Incoterms delivery terms thereby shall constitute references to 2010 Edition of the Incoterms published by the International Chamber of Commerce; unless otherwise indicated, the



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terms used in any agreements for Goods to be delivered shall have the meaning attributed to them in Incoterms, 2010 Edition, unless divergences to the provisions of these General Terms and Conditions will appear, which consistently remain unchanged in any conflict or discrepancy.

5. Any sales conditions as defined by the Seller shall not form an integral part of the agreements and / or business relationships by and between TRP and the Seller.

THE PURCHASE PRICE

6. The purchase price of the Goods shall be those in force on the date TRP issues for the the Goods to be delivered, unless different purchase prices agreed by and between the Parties for the financial year apply. Prices include excise duty, VAT, all other customs duties, sales or disposal taxes, and any other taxes at applicable rates that may be subject to change at any time.

PAYMENT TERMS

7. Except as otherwise expressly agreed by the parties in writing, payment for the Goods delivered to TRP shall be made within 60 days from the day of the delivery of the Goods to TRP.



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THE EXPOSURE

8. The burdening exposure of delivery of Goods shall be passed to TRP at the time of the delivery of Goods to the destination agreed by and between the Seller and TRP or to the place where the Goods shall be made available for TRP collection, subject to Incoterms relevant delivery terms agreed by and between the Seller and TRP.

EVIDENCE OF OWNERSHIP

9. Title to the Goods shall transfer to TRP at the time of the delivery of the Goods to TRP.

GOODS DELIVERING AND DELIVERY TERMS

10. The delivery method and the specific terms of delivery of the Goods to TRP, as well as the place of delivery or receipt of the Goods, shall be determined in the order for the delivery of the Goods issued by TRP and interpreted in accordance with Incoterms 2010 Edition, unless divergences to the provisions of these GPOTC will appear or the terms of such written order will state otherwise.
11. The Seller shall be liable for any loss or damage resulting from the delay of delivery over the confirmed delivery date, independently of the grounds, and regardless of whether such a delay affects all or part of the Goods, and in the event of delay of delivery, TRP shall have the right to terminate the agreement with the Seller with immediate effect and / or shall charge the Seller with a contractual penalty of 10% of the price of the Goods delivered (hereinafter referred to as the "Contractual Penalty") and shall have the right to seek compensation on general terms. By the payment of the contractual penalty, the Seller shall not acquire any right of withdraw. Failure to meet the delivery deadlines must be considered as a grossly violation of Agreement terms, and agreed delivery dates are binding dates. For the avoidance of doubt the delivery date shall be the date indicated by TRP in the order that the Seller shall deem to be binding upon the date of order confirmation and / or the expiry of the time to confirm the order, unless the Seller prior to order confirmation shall give TRP sufficient advance notice of another delivery date, and this another date of delivery shall be previously, expressly approved by TRP in writing.



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12. TRP shall have the right to postpone the delivery of the Goods at a later date than that confirmed in the order and / or as confirmed under Clause 11. In such case, the other terms of the agreement shall remain unchanged, in particular TRP shall not be liable to pay any additional charges.
13. The quantity of Goods to be delivered to TRP shall fully comply with the quantities indicated by TRP in the order for Goods to be delivered. In the event that the quantity of Goods in the delivery exceeds the quantity specified in the order, the Seller shall strictly be obliged to immediately inform TRP thereof, who in its sole discretion decides to accept or reject the quantities in excess of the quantity specified in the order. The Seller shall not deliver partial deliveries of Goods, unless such deliveries have been previously agreed with TRP.
14. Goods packed in pallets shall be packed sufficiently and protected against accidental movement at the time of Goods to TRP onwards, so that they do not protrude beyond the contour of the pallet and do not exceed the permissible gross weight. Neither Goods nor their packaging show scratches, bumps, dents, damages, etc. The Parties shall agree that Goods which do not meet this requirement shall not be considered to be delivered - and their return shall take place at the Seller's expense and risk.
15. In case of a delay of the Seller in the delivery of Goods, which exceeds 7 (seven) calendar days, from the date on which the Seller has confirmed the delivery date by accepting TRP order, TRP is entitled to purchase the same quantity of Goods on the market from a third party which is covered by the Seller's delay. Notwithstanding any other TRP rights, TRP shall have the right to claim compensation from the Seller, including the need to pay a higher price for Goods to a third party in order to ensure the continuity of TRP production, to which the Seller hereby consents and shall undertake to make reparation for TRP loss by the payment within 10 (ten) working days following the date of receipt of the payment request from TRP.



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THE PALLETS

16. In the event that Goods are delivered on the pallets, the price for Goods shall be deemed to include the price of the packaging, including the pallets.
17. Before the Goods are shipped, the Seller shall be obliged to submit to TRP the logistic information concerning the specifications of the pallets and Goods delivered on the pallets.
18. TRP shall reserve the right to refuse to accept the pallets in case of non-conformity with the standards and specifications laid down above.

TECHNICAL CONDITION OF SOLD GOODS

19. In order to ensure to the final consumer Goods free of defects and failures, the Seller shall warrant that Goods and their packaging are of an appropriate quality and comply with all the legal applicable requirements, upon delivery and for the entire shelf life, generally accepted for Goods and is responsible for ensuring the appropriate production conditions, warehousing, delivery and Goods transportation operations, including, where necessary, Goods protection against freezing, overheating, sun lighting, a risk of flooding, exposing etc.
20. TRP shall have the right to refuse to accept Goods when there are reasonable grounds that the condition has been breached or is likely to be breached.

DECECTS AND FAILURES

21. Any information included in the leaflets, parameters specifications, or information brochures of the Seller shall constitute the contractual declarations and warranties with respect to Goods quality parameters. Reference material for quality parameters and warranty terms and conditions are the samples of Goods. The Seller shall warrant the suitability of Goods for a specified purpose as well as their appropriate quality level, and TRP shall not be liable to the Seller and / or any third party for



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such Goods for any defects or failures arising due to production, faulty filling or any other defects in Goods. In cases of this need, prior to order making, TRP shall agree with the Seller the Goods Technical Card of, which shall be relevant for the order.

22. On each TRP call, the Seller shall submit all necessary and foreseen by law of general application current and valid certificates, test results and release Goods, no later than 10 (ten) days of the day of receipt of the request by the Seller's from TRP.

23. The Seller, together with the first Goods delivery, shall notify TRP of counter-indications / limitations / exclusions for the use of Goods by TRP in its products and / or semi-finished products, in particular the Seller shall report about the possibility of reaction with food and / or foodstuffs occurrence. In case the Seller does not make the notification referred to in the preceding sentence, the Parties shall approve that there are no counter-indications to the use of Goods by TRP in the food and food packaging production.

24. In the event of technological / process / or other changes in the composition of Products, components for Products, suppliers of those components in the production line, the components and / or Products, the Seller shall notify FD each time prior to Goods delivery to TRP. At the same time, the Seller declares that such change will not affect the Products. At any time, upon TRP request, the Seller shall deliver to TRP within the time needed to obtain the relevant attestation / certificate / test result for the Product.



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THE SELLER'S LIABILITY

25. The Seller shall relieve TRP from any liability to third parties in the event of any claim incurred directly or indirectly caused by the defects or failures of Goods or negligence, action or omission of the Seller, his /her employees or agents. Subject to the general binding force of the foregoing, TRP shall not be liable to the Seller or any third party for performance of any obligation where the Seller is in breach and / or any third party based thereon or resulting therefrom (directly or indirectly) with the production, packaging, labeling, ingredients addition or any other interval processing of any Goods delivered by the Seller, and the Seller shall exempt TRP from such liability.

26. The seller shall be obliged to provide information as to the quantity of Goods delivered to TRP, in particular to provide information as far as the material used and the composition of this material necessary to create a unitary item constituting Goods are concerned, if such information is required by law of general application, in particular where such information must be provided by TRP to its counterparties in connection with the supply of semi-finished and / or final products to its customers.

27. The seller with each delivery of Goods shall submit to TRP a guarantee document covering 12 (twelve) months from the date of fitting / assembling / joining / mixing Goods with other TRP semi-finished and /or finished products, but not more however than 24 (twenty-four) months from the date of delivery to TRP.

28. The Seller grants a guarantee to all Goods of 24 (twenty-four) months from the date of delivery to TRP.

COMPLAINTS

29. In the event that the delivery of Goods has not been made within the agreed time, TRP shall be entitled to waive the acceptance of delivery and / or shall have the right to specify a new delivery date at the expense and risk of the Seller. In the event of TRP's withdrawal to take the Goods of delayed delivery, TRP shall notify the Seller of the claim for payment of contractual penalty of 10% of



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the price of Goods agreed upon in the delivery and shall have the right to assert compensation for breach of contractual obligations of the Agreement in excess of the contractual penalty.

30. TRP shall verify the quality of Goods received within the usual time limit accepted in commercial practice, unless the assessment procedure is conducted by TRP recipient and shall undertake to notify the Seller in writing of any defects and failures within 30 (thirty) days following the identification thereof. By the same date (i.e. 30 days from the date of defect identification, TRP shall be obliged to inform the Seller whether TRP herein shall require replacement of Goods with Goods free of defects or withdraw from the Agreement for the delivery of such defective goods.
31. Notification of any defects and failures of Goods indentified after the delivery date shall be provided to the Seller in writing in writing of any defects and failures within 30 (thirty) days following the identification by TRP thereof. By the same date (i.e. 30 days from the date of defect identification, TRP shall be obliged to inform the Seller whether TRP herein shall require replacement of Goods with Goods free of defects or withdraw from the Agreement for the delivery of such defective goods.
32. Therefore, at the sole discretion of TRP, the Seller shall be obliged to immediately replace the Goods (or their damaged parts, if possible) at no additional costs or return the price paid for such Goods.
33. The Seller shall ensure that Goods are developed, produced and delivered in a way that is in full compliance with the expectations of TRP and its customers with respect to the safety, quality and functionality of Goods, in particular Goods shall conform to the Specifications and the rules, regulations and standards applicable to Goods for each country of destination of Goods and TRP products, the Parties shall agree that the quality, hygiene and safety standards may not be lower than the standards valid in the European Union. Any additional requirements of TRP recipient shall be confirmed by the Seller individually in writing on a case-by-case basis. Moreover, when goods are to have direct or indirect contact with food, the Seller shall be obliged to demonstrate the chemical and organoleptic safety of Goods and their non-harmfulness to health. To this, the Seller shall undertake to submit a certificate intended to come into contact with food of Goods delivered. The Seller, together with any delivery of Goods to TRP, shall undertake to submit a declaration of absence of polyamides and melamine in /on Goods originating in and / or imported from the People's Republic of China and / or the administrative district of Hong Kong and / or other parts of the world.



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34. In case of defect / failures / faults at any the production stage, in order to maintain liquidity of trading on TRP side, TRP shall be entitled to demand from the Seller in writing by fax or e-mail so that - before the final complaint handling - immediately replace Goods complained or complete short shipped quantities discovered, within 3 days of the date of finding defects / short shipped quantities / Failures in the batch of goods delivered. The parties may jointly set a different delivery date.
35. Payment of the invoices for defective Goods, to which the complaint is lodged shall be withheld until the Parties have given written notice of the manner in which the complaint shall be resolved. In the event that the amount due to the Seller for the delivery of Goods constitutes only part of the amount indicated on the invoice issued by the Seller and on for the delivery of other Goods, TRP shall be entitled to suspend payment of the entire invoice up to the moment of receiving of the relevant, correction invoice from the Seller, under which the remuneration is being paid to the Seller for the delivery of Goods not containing defects / failures / faults from the remuneration for a defective lot of Goods.
36. TRP may demand reimbursement of remuneration received by the Seller for the delivery of Goods in which defects / failures / faults occurred.
37. TRP is entitled to charge the Seller with any documented and justified costs that TRP has suffered and / or will incur due to the need for a complaint procedure, when the complaint is justified / costs of tests, opinions, consultation, legal assistance, reprocessing, vindication for which the Seller shall agree.
38. TRP is entitled to store defective Goods in TRP Warehouse until the end of the complaint process at the Seller's expense and risk.
39. The Seller shall be obliged to handle the complaint of TRP within 10 working days from the date of receipt. Subject to Section 38 below, the absence of a response within this period shall be treated as taking into account TRP complaint in its entirety.



40. If the defects reported by the Seller require professional testing, the time limit for the complaint handle may be extended by a further maximum period of 45 days from the date of receipt of the complaint by the Seller.

41. TRP may report claims and complaints in accordance with the provisions of these GPOTC within two years from the date of Goods delivery.

42. If any recipient of TRP products contests them within 2 years from the date of delivery of the Goods to TRP, TRP Products for reasons directly attributable to the Seller and its Goods, then the Seller shall repair any damages related to Goods used by TRP, both towards TRP and to the recipient of TRP in the full amount.

PRODUCT WITHDRAWAL FROM THE MARKET

43. If TRP and / or its customers shall decide to withdraw any product from the market, the products withdrawal from the market shall mean all activities and actions related to the identification of faulty TRP products and / or their counterparts with Goods used, withdrawing products from the market and deliver Goods which are of appropriate quality as a result of any defects or failures of Goods, the Seller shall be obliged to cooperate fully with TRP to minimize the negative impact on the product brand on the market and the good reputation of TRP and / or its contractors. The decision to initiate the withdrawal procedure shall be taken by the sole discretion of TRP and / or its counterparty.

44. In the event that defects in TRP product and / or its contractor arise for reasons attributable to the Seller, the Seller shall be obliged to cover all any applicable costs incurred by TRP and / or its counterparty during the withdrawal procedure, including costs of replacement of defective products for products of appropriate quality.



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RESCIND THE AGREEMENT

45. In the event of rescind by TRP from an agreement or cancellation of a confirmed order for delivery of Goods after the shipment delivery by the Seller to TRP premises, for reasons directly or indirectly attributable to the Seller, the Seller shall bear all transport costs and other costs related to the return of such Goods to the Seller premises.

TRADEMARKS

46. In connection with the purchase of Goods by TRP from the Seller, the Seller shall not acquire any right to use, record or otherwise identify the Company or the Seller's business activity using TRP trademarks, unless TRP shall expressly agree in writing thereto. In the event of a breach by the Seller of this provision, TRP may pursue its claims by any means available under applicable law.

47. TRP obtains the right to use trademarks related to Goods for business relations with the Seller (including advertising Goods purposes, resale of Goods or any other type of delivery thereof to final consumers and / or customers).



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WORKS AT FD SITE. MUTUAL TRUST BETWEEN THE PARTIES

48. If the presence of the Seller at TRP site is required to perform its obligations under and in accordance with these GPOTC, the Seller shall ensure that its presence does not cause unnecessary disruptions or interruptions in other projects conducted at TRP site. In all cases, the Seller shall be obliged to obey all TRP instructions and to strive to comply with any applicable laws and regulations on health and safety at the workplace labor legislations, and in this respect shall also equip the workers with the necessary personal protective equipment and protective clothing and enforce them to be applied.

49. During delivery of Goods, the Seller shall be obliged to obey strictly all applicable regulations on hazardous materials or exposure control.

CONFIDENTIALITY CLAUSE

50. The Parties recognize that certain information received from the other party, including information on the other party and its activities and / or products, may be confidential. The party receiving such information shall be obliged to maintain their confidentiality, use it solely for the purpose of performing their obligations under these GPOTC and shall prevent any disclose to third parties, both, in the period of cooperation with TRP as well as after expiry of agreement with TRP, unless its disclosure is required by law or by decision of the competent authorities.

51. Confidential Information shall mean any information, whether expressly declared as confidential, stored on any media, and their copies, extracts this information or representations related to the business activity of the other party or any other companies forming a part of the second party group, disclosed or released the receiving party in connection with the performance of its obligations under these GPOTC.



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APPLICABLE LAW

52. Except as otherwise agreed in writing by the Seller and TRP, any agreements which these GPOTC form an integral part thereof shall be prepared and interpreted in accordance with the laws of the Republic of Poland and the Seller and TRP shall agree to submit the exclusive jurisdiction of the common courts of the Republic of Poland, subject to TRP law to bring legal proceedings to the courts competent for the registered office of TRP.
53. The provisions of the United Nations Convention Contracts for the International Sale of Goods (UNCC) shall be expressly excluded.
54. Should any provision of these GPOTC be deemed ineffective or unenforceable in whole or in part, at present or in the future, this shall not affect the binding force of the remaining provisions of these GPOTC. The same rule shall apply to any matter not covered by these GPOTC. For matters not covered herein, the provisions of the law generally applicable in the Republic of Poland, excluding the conflict of law rules, shall apply, which would refer to the non-Polish legal system.
55. GPOTC shall apply only to legal relationships and facts between entrepreneurs, excluding consumers.



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