 <b>ROGUM KABLE</b> <small>Sp. z o.o.</small>	SYSTEM ZARZĄDZANIA BIZNESEM				
NAZWA DOKUMENTU	SPECYFIKACJA ZAKUPU – OGÓLNE WARUNKI ZAKUPU				
Nr DOKUMENTU:	7.4_F02	WYDANIE DOKUMENTU:	F	DATA WYDANIA	15-04-2019

# Purchase specification - general conditions

## 1. General provisions

1.1 The General Terms and Conditions of Purchase, hereinafter referred to as the GPC, define the principles of cooperation for Suppliers cooperating with Rogum Kable Sp. z o.o.

1.2 The performance of any commercial activity towards Rogum Kable is tantamount to acceptance of the GPC. No terms and conditions specified by the supplier will apply to Rogum Kable unless they are accepted by Rogum Kable in writing.

## 2. Compliance with the order

2.1 The supplier shall provide materials/services in accordance with technical specifications and purchase order conditions. In case it is necessary for the ordered material/service to meet certain tests, the Supplier shall be obliged to attach a relevant certificate together with a delivery document.

2.2 Only materials which meet the quality requirements specified in the safety data sheet, technical specification or resulting from previous agreements with the Supplier may be used for production of the products/services covered by the order. The Supplier shall be obliged to notify the recipient in writing about changes in the product/service and/or process, as well as to obtain a new acceptance for the execution of the order. The supplier is obliged to communicate to its suppliers the requirements for documentation related to with the purchase and maintenance of Rogum Kable.

2.3 The Supplier will each time confirm the order completion date given by Rogum Kable in writing or by phone, and if it makes any changes in this schedule, it will notify Rogum Kable of such change in writing or by phone in advance. Changes in the ordered product range or extension of the scope of the order are the basis for negotiating new completion dates. New dates must be agreed upon in writing.


2.4 The Supplier shall confirm the acceptance of the order for execution in writing within 2 days from the date of receipt. No objections to the proposed in the order of terms and conditions, will be treated on an equal footing with their acceptance.

2.5 The Supplier shall be obliged to notify Rogum Kable of any product that is inconsistent with the order and obtain approval for such material.

## 3. Price and payment

3.1 The price for the material/service is stated on the order and will apply until the parties agree on a new price in writing. Unless otherwise agreed in writing, the price stated for the material/service shall be a fixed price.

3.2 Payments shall be made on the date agreed and indicated on the Supplier's purchase/sale confirmation document.

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Nr DOKUMENTU:	7.4_F02	WYDANIE DOKUMENTU:	F	DATA WYDANIA	15-04-2019

#### 4. Delivery and transfer of ownership

4.1 Unless otherwise specified, the agreed delivery terms and conditions shall be carried out in accordance with "INCOTERMS 2010", as updated. An acceptable clause for the supplier shall be "DAP", the place indicated in the order.

4.2 The Supplier shall pack the parts according to the instructions provided by Rogum Kable.

#### 5. Warranty, suitability for the intended use

5.1 The Supplier shall immediately inform the relevant customer and the relevant purchasing department at Rogum Kable of any defective materials, detected or expected to be detected, which have been sent to Rogum Kable.

5.2 The Supplier guarantees the execution of the subject of the order in accordance with the sent documentation to the best of its technical knowledge.

NOTE: Rogum Kable and our Customers and their supervisory authorities reserve the right to inspect the Supplier, any arrangements concerning orders and all other relevant records.

#### 6. Liability for defects or other non-compliant deliveries

6.1 Any identified product quality defects or quantitative deficiencies Rogum Kable shall immediately notify the Supplier in writing, setting out the manner and conditions for considering the complaint.

6.2 If the defective material cannot be replaced immediately or if there is a risk of disruption in the production of Rogum Kable or disruption in deliveries by Rogum Kable, Rogum Kable will have the right, without the Supplier's consent and at its expense, to cancel the purchase in whole or in part, as well as to make a replacement purchase from other supplier(s).

6.3 If the delivery does not include the quantities specified in the order, Rogum Kable will have the right to demand immediate rectification of irregularities, and the Supplier will compensate Rogum Kable for all costs resulting from or related to with a delay or shortage in delivery. If the Supplier has delivered quantities in excess of those ordered by Rogum Kable and Rogum Kable does not agree to this, the company shall not be liable for acceptance of delivery, storage, and in addition it shall be entitled to return the surplus to the Supplier at its expense and/or to obtain reimbursement of the storage costs from the Delivery.


6.4 In the event of delayed delivery, Rogum Kable has the right to cancel, in whole or in part, any purchase which Rogum Kable deems useless due to delayed delivery and to make replacement purchases from other suppliers. The Supplier will compensate Rogum Kable and indemnify Rogum Kable against all costs, losses and damages incurred or resulting from or connected with the delayed delivery.

#### 7. Final provisions

7.1 The Supplier undertakes to immediately notify Rogum Kable in writing of any change of its address. Lack of notification results in correspondence sent to the address given in the last contract, order or other commercial activity being deemed to have been delivered.

7.2 Rogum Kable, its customers and supervisory authorities reserve the right to access all arrangements related to the order and all relevant records.

7.3 The Supplier is obliged to provide its suppliers with the requirements to be applied in the purchase documentation for Rogum Kable and the requirements for supply chain logistics.

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Rogum Kable assumes that the Rogum Kable supplier has passed on the requirements concerning raw materials and materials to its suppliers before confirming acceptance of the order for execution. In other cases, confirmation of the transfer of requirements must be provided by e-mail or in writing.

7.4 If only some of the GPC provisions are excluded, the remaining provisions remain in force.

7.5 The Parties agree that they shall attempt to settle amicably any disputes arising in connection with the execution of the order before referring the matter to the competent Commercial Court.

7.6 In matters not regulated in these GPC the provisions of the Civil Code shall apply.

7.7 GPCs shall be notified to suppliers by placing them at the end of the Order, and in case of electronic correspondence by placing their content in an attachment to such correspondence.

It has been approved::

Agnieszka Franka

Supply Director

17.07.2020r.