

Nowy Styl

***General
Terms and
Conditions
of Purchase***

General Terms and Conditions of Purchase for Nowy Styl Suppliers

1. The effect of Nowy Styl procurement policy is promotion of ethical attitudes, fair business practices, along with providing Suppliers with the conditions of free and fair competition. For the sake of positive and long-lasting business relations, we strive to ensure that both parties fully benefit from it. When selecting Suppliers, we focus on the advantages of their products and services - safety and high quality are our priorities. Our contractors are offered attractive conditions of cooperation and communication.
2. We expect our Suppliers to comply with/sign:
 - Nowy Styl Procurement Policy document [link](#)
 - Nowy Styl Supplier Code of Conduct [link](#)
 - Supplier Self-Assessment Form
 - General Terms and Conditions of Purchase for Nowy Styl Suppliers
 - Non-Disclosure Agreement [link](#)

Definitions

Nowy Styl – Nowy Styl Sp. z o.o. with registered office at the address: ul. Pużaka 49, 38-400 Krosno, entered into the register of entrepreneurs of the National Court Register by the District Court in Rzeszów, XII Commercial Division of the National Court Register, under the KRS (National Court Register), BDO number: 0000077550, NIP (tax payer's ID number): 6840009302, REGON (state statistical number): 370016299, including its subsidiaries and related companies – Kusch+Co GmbH, Rohde & Grahl GmbH, NSG International GmbH, Nowy Styl GmbH, Rohde & Grahl B.V., Sitag AG, Nowy Styl FR, Nowy Styl-Majencia SAS. Full list of subsidiaries and related companies are available at: [link](#).

Supplier – a Party that supplies goods or services to Nowy Styl.

Buyer – a Party concluding an Agreement with the Supplier in regards of sales of movable goods or services.

Parties – the Supplier and Nowy Styl Sp. z o.o., or its related companies associated with the mentioned company, acting separately on their own behalf.

Agreement – the content of legal relations that links the Parties, pursuant to the *General Terms and Conditions of Purchase for Nowy Styl Suppliers*, i.e. within the meaning of these GTC it is a bilaterally signed Agreement, an offer submitted by the Supplier and accepted by the Buyer, or a Purchase Order placed by the Buyer and confirmed by the Supplier.

Purchase Order – a Purchase Order placed in the form specified by the Agreement, concerning the acquisition of the goods or services, sent to the electronic address indicated by the Supplier.

Delivery – sale of movable goods or services to Nowy Styl.

GTC – this General Terms and Conditions of Purchase for Nowy Styl Suppliers.

General provisions

1. Supplier understands and confirms that this GTC form an integral part of the Agreement, including, in particular, any Purchase Order, purchase request, order for: service, dispatch, specifications and any other document provided either in writing, in electronic data transmission or in any other format, relating to goods and/or services to be provided by the Supplier in accordance with the Agreement. The Supplier acknowledges and confirms that this GTC has been read and understood. If the Supplier accepts the Agreement in writing or starts to perform the work or services covered by the Agreement, it is assumed that the Supplier has accepted the Agreement and this GTC in principle, with no changes. Any addendums, changes, modifications or corrections proposed in relation to the Agreement (including this GTC) by the Supplier shall be considered as not accepted by the Buyer, unless the Buyer's authorized representative expressly and in writing agrees to the Supplier's proposal.
2. The Supplier agrees that application of this GTC takes priority over general terms and conditions of the agreements, general terms and conditions of sale, model contracts and regulations introduced by the Supplier.
3. Any derogation from the observance of this GTC by the Supplier is acceptable only on the basis of the prior written consent of the Buyer. Buyer's derogation from the use of certain provisions of this GTC, in exceptional cases, binds only a particular Order or Agreement, and cannot be regarded by the Supplier as valid for the performance of other Orders placed by the Buyer.
4. In the Agreement, the Parties may exclude, amend or restrict the use of this GTC.

Offer request

1. In preparation for the Agreement conclusion (placing an Order or accepting an offer) Nowy Styl submits an inquiry to the Supplier with the indicated purchase request for goods or services, and in response to Nowy Styl inquiry, the Supplier prepares and presents a free of charge offer.
2. The Supplier should, latest at the time of the offer submission, notify of any gaps or ambiguities in the request for quotation, and inform, if the offer differs from the request for quotation submitted by the Buyer.
3. When making offers for new purchase items, the Supplier, working with Nowy Styl on the basis of electronic data interchange (EDI), is obliged to include EAN code in the offer.
4. Nowy Styl expects the Supplier to propose and clearly indicate in the offer possible changes and optimisation of the request for quotation in regards of quality, technology and economy.
5. If any additional tools, molds, etc. are indispensable for the production/delivery of the required goods or services indicated in the request for quotation, the Supplier notifies Nowy Styl of this fact, and calculates the costs. In the absence of additional costs indication, it is the Supplier who covers them.
6. Processes, services, materials, components or raw materials must be specified in the Supplier's offer according to their economic purpose and technical specifications.
7. Supplier's offer is binding on the Buyer for 6 months, unless another period of offer validity is specified in the offer.
8. In relation to the provisions of the Law of 11 March 2004 on the tax liability of goods and services (i.e. Dz.U. Journal of Laws from 2018.2174 of 21 November 2018, as amended) regarding compulsory mechanism of split payment provisions, the Supplier undertakes to identify in the offer the goods covered by the compulsory split payment mechanism, and to issue correct VAT invoices marked with the endorsement "split payment mechanism", in case where the conditions of the aforementioned mechanism are applicable.

Orders and delivery

1. The Agreement shall be deemed to have been concluded as soon as:
 - a) the Supplier confirms the acceptance of the Order in regards of time and in the manner described in the Order, upon confirmation of acceptance of the Order,
 - b) conclusion of a bilateral contract,
 - c) acceptance of the Supplier's offer by the Buyer.
2. The Supplier will always deliver goods and services on the basis of an Order placed by Nowy Styl in both: written form or by electronic means, including the specified conditions of its performance i.e. in particular, the subject-matter of the Order, completion date as well as payment and delivery terms.
3. The Supplier is obliged to confirm the acceptance of the Order by electronic means (e-mail or EDI (Electronic Data Interchange) system) and confirm the completion date within two (2) working days from the moment of its submission, provided that all data enabling its performance has been received. In the absence of a complete data/specifications, the Buyer undertakes to provide the missing information in the shortest possible time, for the timely performance of the Order. Failure to confirm the Order within 2 days from the date of sending the Order is tantamount to the performance of the Order under its original terms. Any changes to the date of order performance and quantity must be agreed with the contact person on the Buyer's side and must not be made without Buyer's consent.
4. The Buyer reserves the right to make changes to the Order submitted to the Supplier within 2 working days from the moment of its submission.
5. In case the Supplier does not confirm the Order within 3 working days from its submission, the Buyer reserves the right to cancel the Order without any reason. In all documents (order confirmations, loading specifications, delivery notes, invoice) the Supplier is obliged to include the Buyer's order number.
6. The ordered goods or services will be delivered in accordance with the Buyer's Order and will be free from physical and legal defects.
7. Together with delivery, the Supplier provides the Buyer with delivery document. The delivery document shall contain, at least, the complete number and date of the Buyer's Order, type of assortment and its quantity. A copy of the delivery document shall be forwarded to the Buyer against proof of receipt.
8. The delivery should be performed in full, without dividing it into parts, unless the Buyer has given his prior written consent, or it results from the Order placed by the Buyer.

9. Delivery dates specified in the Order may be changed only with the prior written consent of the Buyer.
10. The delivery date means the date of issue of the goods or performance of the service by the Supplier at the place specified in the Agreement.
11. Unless otherwise specified in the Agreement, the place and method of delivery are specified in the Order according to INCOTERMS 2020.
12. Transfer to the Buyer of the ownership of the goods, dangers of their loss or damage, benefits and burdens, take place at the time of taking over of the goods (quantitative and qualitative) at their destination place simultaneously with providing by the Supplier a set of documents relating to the goods, in particular, material certificates, warranty cards or other documents listed in the Buyer's Order.
13. Requirements regarding deliveries are specified in Annex 1 to this GTC – Logistic requirements. [link](#)

The right to control

1. The Buyer is entitled to carry out an inspection of the Supplier's production processes in order to determine the correctness of the Order performance and the quality of the goods. The Supplier is obliged to ensure the Buyer the possibility to execute the above right within the time limits and under the conditions submitted by the Buyer.
2. While processing the Order, the Supplier is obliged consider the recommendations provided by the Buyer, as a result of the carried out inspection.
3. The tooling designed and manufactured in regards to the Buyer's Order performance and at the Buyer's expense, is the property of the Buyer, and can only be used to carry out the Buyer's Orders. The tooling will be available at the Buyer disposal at any time.

Payments and prices

1. In case of Orders placed by the Buyer, the prices agreed in the price lists between Nowy Styl and the Supplier apply. If price lists have not been negotiated, the prices indicated in the Order apply. If the Supplier has a price list, the Supplier attaches the price list to the offer. If the prices indicated on the Order confirmations and on the invoices issued by the Supplier differ from the prices agreed by the Parties in the Order or in the offer, they are not binding the Buyer, and the Supplier is obliged to issue an adjustment.

2. Unless otherwise stated in the Agreement, the prices are fixed prices and do not include any additional claims of the Supplier. The price adjustment can be made only with the consent of the Buyer.
3. The Buyer may provide the Supplier with estimates, predictions or forecasts of the future requests regarding the volume or quantity of deliveries. The Supplier agrees that such forecasts are provided for informational purposes only and, as with other forecasts for future events, they are based on certain economic and business indicators, variables and assumptions. Some or all of them may be subject to change over time. The Buyer makes no statements, warranties, statutory warranties or other obligations, on a provisional basis or implied, regarding such forecasts provided to the Supplier, including the accuracy and completeness of such forecasts.
4. The Supplier accepts payments made by electronic transfer. The payment date of the invoice shall be specified in the Agreement and shall be calculated from the date on which the goods or services were received by the Buyer, in accordance with the conditions specified in the Agreement, although no earlier than the date of approval of the service performance or the delivery of all movable goods, unless the Agreement expressly permits to issue an invoice after delivery of a lot of movable goods.
5. The Buyer may withhold payment for the goods or services until the proof, in the form and content required by the Buyer, of the absence of any claims and burdens on the goods or services is received. In case of disclosure in the delivery the incompatible materials, the Buyer may withhold payment for the amount corresponding to the value of the contested goods. The remuneration agreed in the Agreement, due to the Supplier for the proper performance of the Agreement, will be paid on the basis of a VAT invoice issued by the Supplier. Detailed requirements for invoices can be found in Annex 2 to this GTC – Invoicing requirements. [link](#)
6. Pursuant to the provisions of the Law of 11 March 2004 on the tax liability of goods and services (i.e. Dz.U. Journal of Laws 2018.2174 of 21 November 2018, as amended), the Supplier undertakes to provide only that bank account numbers which are correctly reported to the relevant tax authorities and included in the VAT Taxpayers List (so-called „white list“). In case the Supplier places on an issued VAT invoice a non-reported to the relevant tax authorities and included in the VAT Taxpayers List account number, the Buyer has the right to withhold (without falling into delay) payment until the Supplier presents the account which is on the “white list”.
7. The remuneration for the performance of the Agreement and confirmed in the Agreement will exhaust all financial claims of the Supplier, Supplier's employees and subcontractors.

8. The Parties agree that the amount of remuneration determined in accordance with the provisions of paragraph 6 above, includes also remuneration for the transfer by the Supplier of all copyrights, granting licences, consents and authorisations.
9. Any additional costs, expenses and charges associated with the performance of the Agreement in respect of delivery, and not provided in the Agreement, will be paid by Nowy Styl only in case of prior acceptance of individual amounts in writing, under the pain of nullity.
10. Any set-off made by the Supplier, the Supplier's claims against Nowy Styl along with the mutual claims of the Nowy Styl against the Supplier will be acceptable only after the Supplier has obtained written confirmation in regards of the possibility of such set-off and the settlement status after the deduction.
11. Unless otherwise provided in this Agreement, the prices include all applicable federal, state, county, and local taxes other than sales tax, VAT, or other similar taxes and charges on turnover. The Supplier will include, as a separate item on each issued invoice, any sales taxes, VAT or other similar taxes and charges on turnover that the Supplier will legally have to collect from the Buyer. The Supplier shall provide the Buyer with all information and documentation required by the local law to enable the Buyer to deduct sales taxes, VAT or other similar taxes and charges on turnover. In addition, invoices will be issued in an appropriate form, in accordance with the requirements of the local law, so that they can be used to confirm payment with reference to the settlement of income tax by the Buyer.
12. If, in accordance with the law, the Buyer is obliged to charge or withhold a certain amount from the amount due the Supplier under this Agreement, the Buyer has the right to make such a charge or deduction, and to deduct the right amount to the account of the relevant tax office. The Buyer is obliged, at Supplier request, to provide the Supplier with official proof of tax collection or other receipt issued by the relevant tax office, sufficient to confirm that all applicable taxes, that were withheld at source, have been settled.
13. For the tax purposes, within 14 days upon Nowy Styl request, the Supplier will deliver the original certificate of residence. Any consequences of the Supplier's failure to provide the aforementioned certificate, in particular, the inability to apply the tax rate resulting from the relevant international agreement, are to be met by the Supplier.

Relations between parties

The Supplier and the Buyer are independent entities. None of the provisions of the Agreement shall make either Party a proxy or a legal representative of the other Party to any extent, nor shall it authorise either Party to enter into or create obligations for or on behalf of the other Party.

Guarantees and remedies

1. The Supplier provides and guarantees to the Buyer, Buyer legal successors, assignees and customers that the goods and services covered by the Agreement:
 - a) comply with any requirements in force at the time (in accordance with the date of their transmission by the Buyer to the Supplier) in regards to the requirements included in the specifications and drawings of the Buyer,
 - b) correspond to any samples, descriptions, brochures and manuals provided by the Supplier or the Buyer,
 - c) may be placed on the market,
 - d) are made of the right material and with due diligence,
 - e) are free from physical and legal defects,
 - f) are usable for the purpose specified by the Buyer or any of the Buyer's customers.
2. Unless otherwise stated in the Agreement, the Supplier grants quality warranty and statutory warranty for the delivered goods or services for a period of 36 months after the date of their receipt by the Buyer.
3. Complaints will be submitted to the e-mail address of the Supplier's contact person indicated in the Order. Complaints may also be submitted in writing to the addresses or numbers used by the Supplier in the business activity.
4. Using the statutory warranty, the Buyer may, at his choice, either withdraw from the Agreement in whole or in part (in case the defect relates to a part of the delivered goods), demand the replacement of the defective goods for the ones free from defects, demand a reduction of price by the Supplier in proportion to the extent that the defect limits the usefulness of the goods, in particular, considering the purpose of the Agreement conclusion by the Buyer.
5. Using the warranty, the Buyer may, at his discretion and pursuant to the type of goods, demand repair or replacement of the goods with a defect-free ones (i.e. brand new). The Supplier cannot refuse to rectify the defect, repair or replace the goods with a defect-free ones, even if it would require excessive costs.
6. The principles set out in points 4 and 5 apply accordingly to the services provided by Supplier.

7. Buyer complaint submissions will be considered as statutory warranty submissions, unless it is apparent from the content of the complaint request, that the claim submission is based on a warranty.
8. Any complaint submitted during the statutory warranty and/or warranty period extends the statutory warranty and/or warranty periods by a period from the date of claim submission to the date of defect rectification. If the goods have been replaced, the statutory warranty and warranty regarding these goods start from the beginning as of the date of its replacement.
9. The Buyer is entitled to assign the rights under the statutory warranty and/or warranty granted by the Supplier to third parties, with the right to make further assignments by these third parties.
10. The complaint will be settled within the time limit set by the Buyer in the complaint submission.
11. The Supplier will respond to the Buyer's complaint within 3 working days. Lack of a written statement of the Supplier within this period is tantamount to considering the complaint submission as fully justified.
12. The Supplier authorises the Buyer to alternately remedy defects at his exclusive expense and risk, in case when the Supplier:
 - a) has not removed the defect within the time limit,
 - b) has removed the defect incorrectly, ineffectively,
 - c) has not replaced the goods with a defect-free ones.
13. The Supplier is obliged to provide the Buyer, latest at the date of the Order performance, a warranty document with a detailed description of the proper maintenance and use of the goods. If such document is not provided by the Supplier, the goods must be used and maintained in the manner commonly accepted as of their type. In case the Supplier fails to provide the warranty document along with the delivered goods, this Agreement constitutes a warranty document within the meaning of Art. 577 §1 of the Civil Code.
14. In case of the Buyer's use of the substitute benefit, referred to in paragraph 12, the contractual penalties due the Buyer are charged until the date when the substitute benefit is provided by a third party.
15. In case of a conflict between the content of these warranty rights and the content of the rights included in the warranty document provided by the Supplier, these rights shall prevail in the application. The submission of a warranty document to the Buyer does not limit the Buyer's rights indicated in this GTC.

Responsibility

1. The Supplier will protect and secure Buyer, Buyer's customers and their respective legal successors and assigns, against all claims of infringement (including infringements of rights arising from patents, trademarks, copyrights, industrial property along with other property rights and infringement or misuse of trade secrets), compensations and expenses (including justified costs of legal services and other professional services) resulting from them, relating to goods or services covered by the Agreement, including claims in a situation where the Supplier has supplied only part of the goods or services. The Supplier waives the right to pursue claims against the Buyer, with the appointment, as a basis for the claim, an obligation to comply with the specifications provided by the Buyer.
2. The Supplier will protect and secure the Buyer from all liability, claims, demands, compensations, costs and expenses (including justified legal and other professional services) arising from the performance of services or works by the Supplier, or his employees, agents, representatives and subcontractors in the Buyer or Buyer's customers premises, or arising from the use of the Buyer or Buyer's customers property, except when such liability arises from the failure to exercise due diligence or intentional fault of the Buyer or Buyer's customers.
3. The Supplier will protect and secure the Buyer from all liability and expenses (including justified legal and other professional services) arising from claims by a third party regarding damages for personal injury, death, property damage or economic losses caused by goods or services provided by the Supplier (regardless if such claim or request is due to tort, failure to exercise due diligence, agreement, warranty, strict liability or arose on any other legal basis), except in cases when personal injury, damage or loss arise from the Buyer's specifications in terms of construction or materials, or changes thereof, improper repair, maintenance or installations made by a person other than the Supplier.

Contractual penalties

1. Subject to the Buyer's right to claim supplementary compensations on a general principles, unless otherwise specified in the Agreement, the Supplier will pay the Buyer a contractual penalty for delay in delivery of the goods or services or in the defects removal in the goods or services, in the amount of 0.5% of the gross value of the Agreement, for each day of delay started.

2. Subject to the Buyer's right to claim supplementary compensations on a general principles, unless otherwise specified in the Agreement, in case of withdrawal from the Agreement by the Buyer due to circumstances attributable to the Supplier, the Supplier will pay the Buyer a contractual penalty of 10% of the value of the Agreement.
3. The maximum amount of contractual penalties is 50 % of the value of the remuneration specified in the Agreement.

Withdrawal from the contract

In the Supplier does not comply with any terms or conditions of the Agreement, the Buyer has the right to withdraw from the Agreement in whole or in part, without further obligations or liability, and to recover from the Supplier any amounts paid by the Buyer and any additional costs incurred by the Buyer for the exchange of goods, purchase of the goods from an alternative Supplier, and for losses or damages incurred as a result of the delayed performance of the Agreement. The Buyer may exercise the right to withdraw from the Agreement within 12 months from the date of statutory warranty for the goods and services expiry period.

Force majeure

1. Force majeure is an extraordinary, external and unforeseeable event, which could not have been avoided even at the highest degree of diligence of the Parties. The effect of the weather on the performance of the Agreement, which should have been taken into account when concluding the Agreement, and the strike of the Supplier's employees, are not considered as a force majeure event.
2. Both parties will be exempted from liability for a non-performance or improper performance of the Agreement, to the extent that it occurred as a result of circumstances of force majeure.
3. If force majeure events last for more than 7 subsequent days, the Buyer may withdraw from the Agreement by making a statement to the Supplier in this regard, in written under the pain of nullity.
4. The Party citing the circumstances of force majeure shall be obligated to notify the other Party of their occurrence via e-mail, without undue delay, but not later than within three days, as well as when they cease, on pain of loss of possibility to invoke on circumstances of force majeure as a justification for non-performance or improper performance of the Agreement.

Final provisions

1. In case of Nowy Styl Sp. z o.o. the Agreement, and in particular: its validity, interpretation and performance, is governed by Polish law. In the performance of the Agreements pertaining to the services provided by the Supplier, the application of Article 737, 742, 743, 746 § 2, 748 of Civil Code is excluded.
2. In case of Nowy Styl subsidiaries and related companies (excluding Nowy Styl Sp. z o.o.), the governing law of the State of the registered office of that entity applies.
3. In case of Nowy Styl Sp. z o.o., any disputes arising in connection with the Agreement will be subject to jurisdiction of Polish courts, and the competent court for the resolution of the dispute will be the court of law competent for the registered office of Nowy Styl Sp. z o.o. In case of other Nowy Styl entities, any disputes arising in connection with the Agreement, the Parties will submit to the jurisdiction of the court competent for the State, where Nowy Styl entity has its registered office.
4. The Supplier is not entitled to transfer either all or in part the rights or obligations under the Agreement to any third party, without the prior written consent of Nowy Styl, under the pain of nullity.
5. By concluding the Agreement, the Supplier agrees to transfer all or part the rights or obligations of Nowy Styl under the Agreement to third parties - entities directly or indirectly dependent on Nowy Styl. The Supplier will be notified in writing of the intention to transfer the rights or obligations to a third party designated by Nowy Styl, at least 7 days in advance.
6. If any provision of the Agreement will be considered as being a breach of applicable law, such provision will be removed from the Agreement which at its remaining part will be fully binding on the Parties. When necessary for the interpretational consistency of the Agreement, the Parties undertake, in any such case, to negotiate in good faith, to replace the deleted provision with another alternative and legitimate provision, similar to the provision removed.
7. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, of 11 April 1980, are excluded.
8. This GTC has been set in Polish version originally. To determine the interpretation and meaning of the provisions of the GTC, the Polish version shall be used. Furthermore if the Agreement is concluded in Polish and English version, and there are any discrepancies between the versions, the Parties agree that the Polish version prevails for the interpretation of the Agreement.
9. The Annexes to this GTC form an integral part thereof.
10. This GTC applies from 30 July 2020



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Maria Lasek
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