

GENERAL PURCHASE TERMS of Teksid Iron Poland Sp. z o.o.

1. GENERAL PROVISIONS

1.1 BUSINESS RELATIONS FOLLOWING FROM REALIZATION OF PURCHASE ORDER ARE GOVERNED BY THESE GENERAL TERMS REFERRED TO AS BINDING FOR ANY ORDER OF TEKSID IRON POLAND LIMITED LIABILITY COMPANY, BASED AT 49 CHEZAROWA STREETA, 45-430 SKOCZOW, TAX ID No. (NIP) 548-23-49-926, STATISTICAL No. (REGON) 07272970, COURT REGISTER No. (KR) 000125249, ORIGINAL CAPITAL OF 48 122 256 PLN, REGISTRATION ACTS ARE KEPT AT DISTRICT COURT IN BIELSKO-BIALA, VIII COMMERCIAL DEPARTMENT OF THE NATIONAL COURT REGISTER (HEREINAFTER REFERRED TO AS TEKSID IRON POLAND SP. Z O.O.) THE POSSIBLE ADDITIONAL SPECIFIC TERMS MIGHT BE APPLICABLE AND SHALL FORM A WHOLE OR DEVIATION FROM THESE TERMS ONLY WHEN THEY ARE STATED IN PURCHASE ORDER OR CONFIRMED BY TEKSID IRON POLAND SP. Z O.O. IN WRITTEN.

1.2 PURCHASE ORDER IS CONSIDERED AS IRREVOCABLE WHEN TEKSID IRON POLAND SP. Z O.O. RECEIVES ITS COPY SIGNED BY THE SUPPLIER. EXECUTION OF PURCHASE ORDER BY THE SUPPLIER SHALL BE CONSIDERED, IN ANY CASE, AS SILENT CONSENT TO THESE TERMS AS WELL AS SPECIFIC TERMS DEFINED IN PURCHASE ORDER, EVEN IF TEKSID IRON POLAND SP. Z O.O. WILL NOT RECEIVE THE COPY OF PURCHASE ORDER SIGNED BY THE SUPPLIER.

1.3 THE PARTIES AGREE THAT THE CONTRACT IS CONSIDERED AS COMPLETED WHEN THE GOODS ARE DELIVERED TO WAREHOUSE DEFINED BY TEKSID IRON POLAND SP. Z O.O., THAT THE PARTIES RECOGNIZE AS A PLACE OF CONTRACT EXECUTION, OR A CARRIER WHEN TRANSPORTATION IS ON TEKSID'S SIDE.

1.4 THE SELLER UNDERTAKES TO HANDLE ALL THE TECHNICAL, COMMERCIAL AND OTHER INFORMATION GATHERED IN RELATION WITH EXECUTION OF PURCHASE ORDER. AS CONFIDENTIAL.

1.5 IN CASE OF CIRCUMSTANCES, WHICH IMPOSE TO ANTICIPATE THAT THE SELLER WOULD NOT BE ABLE TO PERFORM ITS CURRENT OBLIGATIONS (E.G. ARRANGEMENT, BANKRUPTCY, LIQUIDATION PROCEEDING, ETC.), TEKSID IRON POLAND SP. Z O.O. SHALL BE ENTITLED TO TERMINATE COMMERCIAL RELATIONSHIP BY WRITTEN NOTICE DELIVERED IN PERSON, BY COURIER OR REGISTERED MAIL.

1.6 THE SELLER SHALL NOT CEDE THE PURCHASE ORDER, EVEN IN PART, TO A THIRD PERSON WITHOUT TEKSID'S CONSENT.

2. DRAWINGS, ENGINEERING DOCUMENTATION AND SPECIAL TOOLING

2.1 THE POSSIBLE DRAWINGS, TECHNICAL SPECIFICATIONS, STANDARDS AND TABLES AS WELL AS ANY TECHNICAL DOCUMENTATION, PATTERNS, MASTERS, SPECIAL TOOLING, MADE AVAILABLE BY TEKSID TO THE SUPPLIER, REMAIN EXCLUSIVE PROPERTY OF TEKSID AND MAY BE USED BY THE SUPPLIER ONLY TO MANUFACTURE PRODUCTS ORDERED BY TEKSID IRON POLAND SP. Z O.O. THE SUPPLIER HAS NO RIGHTS TO COPY THESE MATERIALS, UNLESS IT IS NECESSARY TO EXECUTE THE PURCHASE ORDER, AS WELL AS DISCLOSE THEM TO THIRD PARTIES, AT THE SAME TIME THE SUPPLIER SHALL BE OBLIGED TO INDEMNIFY ANY DIRECT OR INDIRECT DAMAGES CAUSED TO TEKSID IRON POLAND SP. Z O.O. DUE TO BREACH OF CONDITIONS OF THIS POINT. THE ABOVE APPLIES ALSO TO ORIGINAL PATTERNS AND SPECIAL TOOLING DESIGNED AND/OR MANUFACTURED BY THE SUPPLIER FOR THE PURPOSE OF EXECUTION OF PURCHASE ORDER WHICH WITH ALL CONSEQUENCES ARE TO BE CONSIDERED AS EXCLUSIVE PROPERTY OF TEKSID IRON POLAND SP. Z O.O.

2.2 DRAWINGS, TECHNICAL SPECIFICATIONS DOCUMENTATION MENTIONED IN PREVIOUS POINT MUST BE KEPT BY THE SUPPLIER WITH MAXIMUM CARE. THE SUPPLIER IS OBLIGED TO UNDERTAKE PROPER MEANS THAT ARE NECESSARY TO MAINTAIN THE MATERIALS DEFINED IN POINT 2.1. ENTRUSTED BY TEKSID IN APPROPRIATE CONDITION, AS WELL AS TO PERFORM THEIR NORMAL REPAIRS AND MAINTENANCE AT ITS OWN COST. THE SUPPLIER IS OBLIGED TO ADVISE TEKSID IRON POLAND SP. Z O.O. IN DUE COURSE ON THE POSSIBLE EXTRAORDINARY REPAIRS REQUIRED AND ON THEIR EXECUTION ON THE COST OF TEKSID IRON POLAND SP. Z O.O., IF THE SAID OPERATIONS ARE APPROVED IN WRITTEN BY TEKSID. THE SUPPLIER IS OBLIGED TO INSURE THE ABOVE MENTIONED MATERIALS AGAINST FIRE, THEFT, ETC.

2.3 AFTER EXECUTION OF PURCHASE ORDER, UNLESS OTHERWISE INSTRUCTED BY TEKSID IRON POLAND SP. Z O.O. IN WRITTEN, THE SUPPLIER SHALL BE OBLIGED TO RETURN THE MATERIALS AND DOCUMENTATION MENTIONED IN THIS POINT, GIVING WRITTEN NOTICE WITH SUFFICIENT ADVANCE.

3. OTHER STANDARDS APPLICABLE TO MATERIALS PROVIDED BY TEKSID IRON POLAND SP. Z O.O.

3.1. PROVISIONS OF POINT 2 ARE APPLICABLE TO RAW MATERIALS AND SEMI-FINISHED PRODUCTS PROVIDED BY TEKSID IRON POLAND SP. Z O.O. USED FOR PRODUCTS SUBJECT OF PURCHASE ORDER.

3.2. TEKSID IRON POLAND SP. Z O.O. RESERVE THE RIGHT TO INSPECT AT ANY TIME THE CONDITION OF ITS OWN MATERIALS AT THE SUPPLIER, USEFULNESS OF PREMISES FOR THEIR STORAGE AND THEIR PROTECTION AS WELL AS TO REQUEST RETURNING OF THESE MATERIALS AT ANY TIME.

4. PRICES

4.1. IT HAS BEEN AGREED THAT ONLY PRICES INCLUDED IN PURCHASE ORDER ARE VALID.

4.2. PRICES OF DELIVERIES ARE CONSIDERED AS FIXED ALSO IN CASE OF DESIGN CHANGES REQUIRED OR ACCEPTED BY TEKSID IRON POLAND SP. Z O.O., EXCEPT THE CASES WHEN THE CHANGES ARE SUBJECT OF NEW PURCHASE ORDER ISSUED BY TEKSID.

5. REVISIONS AND CANCELLATION OF PURCHASE ORDER

5.1. TEKSID IRON POLAND SP. Z O.O. IS ENTITLED TO:

- CHANGE, AT ANY TIME, THE QUALITY, SHAPE AND QUANTITY OF ORDERED PRODUCTS;

- CANCEL ENTIRE OR PART OF PURCHASE ORDER; IN SUCH CASE TEKSID IRON POLAND SP. Z O.O. AT ITS OWN COST WILL RETAIN THE PRODUCT MANUFACTURED TO ITS STANDARD, COMPLETED OR IN-PROCESS IN ACCORDANCE WITH DELIVERY SCHEDULE ESTABLISHED IN AGREEMENT OR PURCHASE ORDER

- DELIVERIES PLANNED FOR A MONTH WHEN NOTIFICATION ON CHANGE OR TERMINATION OF PURCHASE ORDER HAS BEEN TRANSFERRED;

- A QUANTITY OF THE POSSIBLY AGREED OBLIGATORY STOCKS.

5.2. IN ANY CASE, DIRECT ARRANGEMENTS WILL BE UNDERTAKEN SO AS TO KEEP THE EXPENDITURES FOLLOWING FORM NOT USING THE CHANGED OR CANCELED PRODUCTS AT THE POSSIBLE LOW LEVEL.

6. INSPECTION AND CONTROL AT THE SUPPLIER'S COST

6.1. THE SUPPLIER IS OBLIGED TO PERFORM OR ORDER TO BE PERFORMED AT ITS OWN COST AND RESPONSIBILITY THE ENTIRE CHECK OF DOCUMENTATION, DRAWINGS AND TECHNICAL SPECIFICATIONS EMPLOYED TO EXECUTE PURCHASE ORDER, INCLUDING ALSO THOSE PROVIDED BY TEKSID IRON POLAND SP. Z O.O., IN ORDER TO VERIFY CONFORMITY WITH SPECIFICATIONS OF PURCHASE ORDER AND USEFULNESS FOR PURPOSES THAT THEY HAVE BEEN PROVIDED.

6.2. THE SUPPLIER IS OBLIGED TO PERFORM OR ORDER TO BE PERFORM AT ITS OWN COST TESTS AND TRIALS OF THE PRODUCT FOLLOWING FROM THE SPECIFIC CONDITIONS OF PURCHASE ORDER, STANDARDS AND PROVISIONS AND FOLLOWING FROM CHARACTERISTICS OF THE JOB PERFORMED.

6.3. THE SUPPLIER IS OBLIGED TO ADVISE TEKSID IRON POLAND SP. Z O.O. ON THE RESULTS OF TESTS AND INSPECTIONS IF THEY WOULD INDICATE THE POSSIBILITY OF NON-CONFORMITY TO THE SUBJECT OF PURCHASE ORDER.

6.4. THE SUPPLIER IS OBLIGED TO KEEP THE TEST RESULTS IN ITS ARCHIVES FOR 3 YEARS (WITH EXCEPTION OF CASES OF DIFFERENT PERIOD DETERMINED IN THE SPECIFIC TERMS).

6.5. IN CASE WHEN CHECKS AND TESTS MENTIONED ABOVE WOULD INDICATE NON-CONFORMITY AND DEFECTIVENESS OF TECHNICAL SPECIFICATIONS, MATERIALS, ETC. PROVIDED BY TEKSID IRON POLAND SP. Z O.O., THE SUPPLIER CANNOT USE, CHANGE OR SUBSTITUTE THEM WITHOUT PREVIOUS WRITTEN CONSENT OF TEKSID.

6.6. IN CASE THERE ARE NO TESTS AND TRIALS MENTIONED ABOVE, THE SUPPLIER IS RESPONSIBLE FOR ANY PRODUCT DEFECT OR NON-CONFORMITY FOLLOWING FORM UNFITNESS FOR USE OF THE DOCUMENTATION OR MATERIALS USED, EVEN IF THEY WERE PROVIDED BY TEKSID IRON POLAND SP. Z O.O.

7. QUANTITY TOLERANCE

7.1. TEKSID IRON POLAND SP. Z O.O. IS OBLIGED TO ACCEPT THE ORDERED QUANTITIES.

7.2. THE POSSIBLE TOLERANCES REGARDING QUANTITIES MUST BE AGREED EACH TIME IN PURCHASE ORDER OR ITS NEW VERSION (PURCHASE ORDER REVISION).

8. QUALITY OF DELIVERIES

8.1. DELIVERY OF THE PRODUCTS ORDERED DOES NOT MEAN ACCEPTANCE OF THE GOODS AS CONFIRMATION OF THE CHARACTERISTICS, QUALITY AND QUANTITY MUST BE PERFORMED BY RESPECTIVE, AUTHORIZED FOR THAT PURPOSE EMPLOYEES OF TEKSID IRON POLAND SP. Z O.O.

8.2. NOTIFICATION ON NON-CONFORMITY OF THE GOODS DELIVERED MAY BE DONE BY TEKSID IRON POLAND SP. Z O.O. IMMEDIATELY UPON ITS REVEALING HOWEVER NOT LATER THAN WITHIN 6 MONTHS FROM THE DELIVERY, UNLESS THE SPECIFIC PROVISIONS OR OTHER ARRANGEMENTS DETERMINE OTHERWISE.

8.3. IN CASE OF DELIVERY INCLUDING PRODUCTS THAT ARE DEFECTIVE OR NON-CONFORMING TO PURCHASE ORDER, TEKSID IRON POLAND SP. Z O.O. HAS THE FOLLOWING ALTERNATIVES:

- TO ORDER IMMEDIATELY TO REPLACE THE PRODUCT WITH CORRECT ONE AT THE SUPPLIER'S COST. IF THE SUPPLIER DOES NOT REPLACE OR TAKE BACK THE DEFECTIVE GOODS WITHIN 30 DAYS FROM NOTIFICATION, TEKSID IS ENTITLED TO CHARGE STORAGE COSTS PER EACH DAY EXCEEDING 30 DAYS, AND AFTER ANOTHER 30 DAYS, LE. AFTER 60 DAYS FROM NOTIFICATION, IF THE GOODS ARE STILL IN THE STORAGE, TO DISPOSE OR SCRAP THEM. IN SUCH CASE TEKSID ADVISES THE SUPPLIER ON THIS FACT BY REGULAR NOTIFICATION. ACCORDINGLY, SO FAR PURCHASE ORDERS ARE CANCELED AUTOMATICALLY AND PAYMENT FOR THE GOODS NOT TAKEN BACK BY THE SUPPLIER AND SCRAPPED IS REFUSED;

- TO NOT ACCEPT THE DEFECTIVE GOODS WITHOUT REQUESTING TO REPLACE THEM, ACCORDINGLY CONSIDERING IT AS CANCELLATION OF PURCHASE ORDER.

- IN CASE OF RISK OF PRODUCTION SHUT-DOWN WHEN THE SUPPLIER IS UNABLE TO PERFORM REDELIVERY, TO REQUEST ANOTHER ENTITY TO DELIVER THE NECESSARY QUANTITY OF THE GOODS AT THE COST AND RISK OF THE SUPPLIER, AFTER NOTIFYING PREVIOUSLY THE SUPPLIER ON THIS FACT.

- TO WITHHELD PAYMENT FOR DEFECTIVE GOODS UNTIL DELIVERY OF FLAWLESS GOODS. IN CASE OF REVEALING THE DEFECTIVENESS OF GOODS AFTER THE PAYMENT HAS BEEN PERFORMED, IF POSSIBLE TEKSID IS ENTITLED TO MAKE DEDUCTION OF NEXT PAYMENTS TOWARDS THE SUPPLIER, AND THE SUPPLIER ACCEPTING THESE TERMS GIVES ITS CONSENT TO IT, OR WILL CALL THE SUPPLIER FOR IMMEDIATE PAY BACK.

9. WARRANTY

9.1. THE SUPPLIER WARRANTS PERFECT QUALITY OF GOODS DELIVERED, SIMULTANEOUSLY OBLIGING ITSELF TO REPAIR OR REPLACE AT ITS OWN COST IN THE SHORTEST POSSIBLE TIME THE PRODUCTS OR THEIR COMPONENTS REVEALING DEFECTS WITHIN THE ENTIRE WARRANTY PERIOD DEFINED IN THE SPECIFIC TERMS OF DELIVERY, AND IF NOT SPECIFIED - WITHIN 12 MONTHS FROM DELIVERY DATE.

9.2. TEKSID IRON POLAND SP. Z O.O. RESERVES THE RIGHTS TO CLAIM DAMAGES INCURRED DUE TO DEFECTIVENESS OR NON-CONFORMITY OF PRODUCTS REVEALED WITHIN WARRANTY PERIOD, OR DUE TO DELAY OF THE SUPPLIER WITH REPAIR OR REPLACEMENT.

9.3. ANY COSTS RELATED WITH WARRANTY OPERATIONS BURDEN THE SUPPLIER.

9.4. NOTIFICATION ON DEFECTIVENESS OR NON-CONFORMITY MUST BE PERFORMED IMMEDIATELY UPON THEIR REVEALING, HOWEVER NOT LATER THAN WITHIN 6 MONTHS FROM THE DELIVERY, UNLESS THE SPECIFIC PROVISIONS OR OTHER ARRANGEMENTS DETERMINE OTHERWISE.

10. TRANSFER OF RISK

10.1. PRODUCTS ARE UNDERSTOOD AS DELIVERED ALWAYS WHEN THE PRODUCTS ARE DELIVERED TO WAREHOUSE OF TEKSID IRON POLAND SP. Z O.O., WHENEVER TRANSPORTATION IS DONE AT THE COST OF TEKSID, THE DELIVERY OCCURS UPON TRANSFERRING THE GOODS TO A CARRIER.

11. DELIVERY DATE

11.1. DELIVERY DATES ARE SPECIFIED IN PURCHASE ORDERS.

11.2. THE AGREED DELIVERY DATES ARE EXACT, THEREFORE BOTH DELAYS AS WELL AS ADVANCES IN RESPECT TO DELIVERY PLAN ARE EXCLUDED.

12. DELAYED DELIVERY AND STIPULATED PENALTY FOR DELAYS

12.1. IN CASE OF DELAYED DELIVERY THE SUPPLIER IS OBLIGED TO PAY STIPULATED PENALTIES AT THE AMOUNT OF 0.2% OF THE DELIVERY PRICE PER EACH DAY OF DELAY WITHIN FIRST TWENTY DAYS, 0.5% PER EACH NEXT DAY, UP TO MAXIMUM 20.0% OF THE TOTAL DELIVERY PRICE.

12.2. AFTER EXPIRATION OF THE SPECIFIED PERIOD, THE PENALTIES MAY BE DEDUCTED OF THE PAYABLES OF TEKSID TO THE SUPPLIER. IF TEKSID DOES NOT TAKE ADVANTAGE OF THIS RIGHT THE SUPPLIER IS OBLIGED TO PAY THE PENALTY AFTER TEKSID PROVIDES PROPER INVOICE OR NOTE OF DEBIT.

12.3. IF THE DELAY EXCEEDS A PERIOD OF ONE MONTH, TEKSID IRON POLAND SP. Z O.O. IS ENTITLED TO BREAK THE CONTRACT AT ANY TIME BY SIMPLE NOTIFICATION OF THE SUPPLIER IN WRITTEN, CONSIDERING IN SUCH CASE THE CONTRACT AS BROKEN FULLY IN LAW. IN MEANING AND RESULTS OF THE CIVIL CODE, THE SUPPLIER IN SUCH CASE IS OBLIGED TO PAY BACK THE PAYMENT ALREADY PERFORMED BY TEKSID IRON POLAND SP. Z O.O. INCREASED BY STATUTORY INTERESTS.

12.4. UNTIL THE MOMENT OF TAKING ADVANTAGE OF THE ABOVE RIGHT, TEKSID IRON POLAND SP. Z O.O. MAY AT ANY TIME, BEFORE OF AFTER ONE-MONTH DELAY, REQUEST BESIDES PAYMENT OF THE PENALTY TO EXECUTE THE PURCHASE ORDER.

12.5. DELIVERY OF GOODS SHALL BE PERFORMED WITH ADHERENCE TO PRINCIPLES IN FORCE IN ACCORDANCE WITH PROVISIONS VALID FOR DELIVERIES OF GOODS OF PARTICULAR TYPE AND CONCERNING SAFETY, ECOLOGY AND ENVIRONMENT PROTECTION REQUIREMENTS, ESPECIALLY SPECIFIED IN THE ACT OF 27.04.2001 ON WASTES (O.J. OF 2001 No. 62 ITEM 628 WITH LATER AMENDMENTS) AND EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL TRANSPORT OF DANGEROUS GOODS BY ROADS (ADR), CONCLUDED IN GENEVA ON 30.09.1957 (CONSOLIDATED TEXT: O.J. OF 2002 No. 194 ITEM 1629 WITH LATER AMENDMENTS)

13. FORCE MAJEURE

13.1. DELIVERY DATES ARE POSTPONED IN CASE OF CIRCUMSTANCES OF "FORCE MAJEURE", SUCH AS FIRE, EARTHQUAKE, GENERAL STRIKES, FLOODS OR OTHER SIMILAR PHENOMENA BEYOND CONTROL OF THE SUPPLIER WHICH UNABLE EXECUTION OF DELIVERY IN ACCORDANCE WITH THE TERMS ACCEPTED.

13.2. NEW DELIVERY DATE IN CASE OF OCCURRENCE OF "FORCE MAJEURE" WILL BE AGREED WITH MUTUAL CONSENT DEPENDING ON THE SITUATION THAT EMERGED.

13.3. THE SUPPLIER IS OBLIGED TO ADVISE TEKSID IRON POLAND SP. Z O.O. IMMEDIATELY ON THE OCCURRENCE OF "FORCE MAJEURE" SITUATION AND TO UNDERTAKE ALL THE POSSIBLE MEANS TO RESTRAIN ITS EFFECTS.

13.4. DELAYS CAUSED BY DELAYS IN SUB-SUPPLIERS' DELIVERIES ARE NOT CONSIDERED AS "FORCE MAJEURE".

13.5. IF THE CIRCUMSTANCES OF "FORCE MAJEURE" CAUSE DELAY EXCEEDING 2 MONTHS, TEKSID IS ENTITLED TO WITHDRAW PURCHASE ORDER AT ANY TIME BY SIMPLE NOTIFICATION IN WRITTEN. IN SUCH CASE THE SUPPLIER IS OBLIGED TO REIMBURSE ALL THE COSTS INCURRED BY TEKSID TOGETHER WITH STATUTORY INTERESTS FROM PAYMENT DATE.

14. INVOICES AND DOCUMENTATION OF DELIVERY

14.1. INVOICES MUST CONCERN THE PRODUCT (SERVICE) FROM ONE PURCHASE ORDER, SUBJECT TO THE SAME VALUE ADDED TAX (VAT) RATE, AND MUST CONTAIN BESIDES THE OBLIGATORY DATA THE FOLLOWING INFORMATION:

- PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER AND RECEIPT OF DELIVERY NUMBER, LIST OF PRODUCTS IN INCREASING ORDER ACCORDING TO RECEIPTS OF DELIVERIES.

14.2. SHIPMENT OF GOODS MUST ALWAYS BE ACCOMPANIED WITH RECEIPT OF DELIVERY CONTAINING THE FOLLOWING INFORMATION:

- NUMBER, DATE, SUPPLIER NAME, PRODUCT NAME AND ITS CODE (DRAWING NUMBER), SHIPPING DATE, PURCHASE ORDER NUMBER, NUMBER AND TYPE OF PACKAGES AND OTHER INFORMATION SPECIFIED IN THE RECEIPT TERMS.

14.3. EACH RECEIPT OF DELIVERY SHALL REFER TO ONE PURCHASE ORDER.

15. PAYMENT

15.1. TEKSID IRON POLAND SP. Z O.O. WILL PERFORM PAYMENT ON DATE AGREED IN THE SPECIFIC TERMS.

15.2. THE SELLER IS FORBIDDEN TO ISSUE DRAFTS FOR PAYMENT OF INVOICES. THE DRAFTS ISSUED WILL NOT BE ACCEPTED, AND THE SUPPLIER IS RESPONSIBLE FOR ANY DAMAGES FOLLOWING FROM THEIR WITHDRAWAL.

15.3. RECEIVABLE FOR DELIVERY CANNOT BE SUBJECT TO CESSION OR TRANSFER IN ANY FORM WITHOUT WRITTEN CONSENT OF TEKSID.

15.4. IN CASE OF QUESTIONING THE DELIVERY, TEKSID IRON POLAND SP. Z O.O. MAY POSTPONE PAYMENT WITHOUT ACKNOWLEDGMENT OF ANY INTERESTS.

16. PROHIBITION TO DISSEMINATE INFORMATION AND PRINCIPLES TO CONDUCT WITH TEKSID'S EMPLOYEES

16.1. ANY ADVERTISEMENT REFERRING TO DELIVERY PERFORMED FOR TEKSID IRON POLAND SP. Z O.O. MUST BE EACH TIME CONFIRMED BY WRITTEN CONSENT OF TEKSID IRON POLAND SP. Z O.O.

16.2. THE ABOVE APPLIES ALSO TO INFORMATION DISSEMINATED NOT FOR ADVERTISEMENT PURPOSE.

16.3. THE SUPPLIER IS OBLIGED TO BECOME FAMILIAR WITH THE CODE OF CONDUCT OF FIAT GROUP (HEREINAFTER THE CODE) VALID FOR TEKSID IRON POLAND, FULL TEXT OF WHICH IN POLISH CAN BE FOUND AT WEB SITE: http://www.teksid.com/pdf/CONDODTTA_PL.pdf AND TO REFRAIN FROM ANY ACTS TOWARDS TEKSID'S EMPLOYEES THAT WOULD CAUSE A BREACH OF THIS CODE, ESPECIALLY ITS POINT 2 BUSINESS CONDUCT POLICIES AND POINT 4 EXTERNAL RELATIONSHIPS SUB-PARTY SUPPLIERS. THE SUPPLIER IS ALSO OBLIGED TO INFORM THE COMPANY ON ANY ACTS OF THE COMPANY'S EMPLOYEES INDICATING A BREACH OF THE ABOVE-MENTIONED CODE.

16.4. ACTS OR OMISSIONS, MENTIONED ABOVE, WILL CONSTITUTE SEVERE BREACH OF PROVISIONS OF AN AGREEMENT CONCLUDED BY THIS PURCHASE ORDER OR AN AGREEMENT REFERRING TO THIS GENERAL PURCHASE TERMS AND MAY CAUSE TERMINATION OF THE AGREEMENT BY TEKSID WITH IMMEDIATE EFFECT.

17. INDUSTRIAL PROPERTY OWNERSHIP

17.1. THE SUPPLIER INDEMNIFIES AND HOLD HARMLESS TEKSID IRON POLAND SP. Z O.O. FROM ANY CLAIMS OF THIRD PARTIES DUE TO VIOLATION OF PATENT RIGHTS, KNOW-HOW, TRADE MARK, ETC. DURING MANUFACTURE, ILLEGAL POSSESSION, SALE OR USE OF THE MATERIAL DELIVERED.

18. DISPUTES AND JURISDICTION

18.1. ANY DISPUTES ARISING FROM CONSTRUING THESE GENERAL PURCHASE TERMS AS WELL AS AGREEMENTS REFERRING TO THESE GENERAL PURCHASE TERMS WILL BE RESOLVED ONLY ACCORDING TO POLISH LAW.

18.2. ANY DISPUTES SHALL BE RESOLVED BY COURT WITH MATERIAL JURISDICTION IN BIELSKO-BIALA.

19. PERSONAL DATA PROTECTION

PERSONAL DATA STORED, PROCESSED, AND ARCHIVED ARE UNDER THE RULES SET FORTH REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (EU) 2016/679 OF 27 APRIL 2016 ON THE PROTECTION OF INDIVIDUALS WITH REGARD TO THE PROCESSING OF PERSONAL DATA AND ON THE FREE MOVEMENT OF SUCH DATA AND WAIVER OF DIRECTIVE 95/46 / EC (GENERAL REGULATION ON DATA PROTECTION) AND NATIONAL REGULATIONS WHICH ARE IMPLEMENTING THESE PROVISIONS.

ANY PERSON WHO PERSONAL DATA IS PROVIDED FOR THE RIGHT OF INSIGHT AND VERIFICATION OF THESE DATA, DATA IS STORED 11 YEARS FROM THE DATE OF LAST DELIVERY WITH R FOR PROVISIONS. PRODUCT SAFETY. DISPUTES ARISING FROM CONSTRUING THESE GENERAL PURCHASE TERMS AS WELL AS AGREEMENTS REFERRING TO THESE GENERAL PURCHASE TERMS WILL BE RESOLVED ONLY ACCORDING TO POLISH LAW.