

## General Terms of Purchase

1. The Purchaser reserves the necessity of a written confirmation of acceptance of this order for execution by a person authorized to represent the Supplier, within 3 days from the date of its receipt. No comments submitted by the Supplier by means of a letter, fax or e-mail within 3 working days of receipt of the order shall be considered as acceptance without reservations.
2. Any changes to the subject of the order can be made after prior written consent of the Purchaser.
3. Collection of the subject of the order must be confirmed in writing. In the case of delivery of goods by the Supplier, it is assumed that the person authorized by the Supplier to sign documents related to the collection of the subject of the order is the person who delivers the goods.
4. In the event of delay in accomplishment the subject of the order or in removing the defect during the warranty period, the Supplier shall pay the Purchaser a contractual penalty in the amount of 1% of the value of the item, calculated for each day of delay.
5. Replacement of a defective product with a new one or removal of a defect should take place within 7 days from the date of notification by the Purchaser. The Purchaser is entitled to make the decision on replacing the defective product or repairing it, or about withdrawing from the contract or demanding a reduction of the price.
6. Regardless of the contractual penalty, in case of delay in delivering the subject of the order, lasting longer than 7 days, the Purchaser has the right to withdraw from the contract, without setting the Supplier an additional deadline for the order.
7. The Purchaser reserves the right to claim supplementary compensation if the possible damage exceeds the amount of the contractual penalty.
8. Any disputes that may arise between the Parties in connection with the performance of the contract, will be resolved by the competent court for the seat of the Purchaser.
9. The qualitative acceptance carried out by the Purchaser's Quality Control Service does not release the Supplier from responsibility for delivering the subject of the order inconsistent with the agreed requirements.
10. The date of payment of the Purchaser's account shall be considered as the date of payment.
11. The payment deadline is counted from the date of delivery to the Purchaser of the undisputed VAT invoice issued after receipt of the complete delivery (service) along with the required certificates and other documents.
12. The Purchaser may remove instead of the Supplier and at his cost defects not removed within the specified period, without losing the rights resulting from the guarantee.
13. The Supplier may not refuse to remove the defects regardless of the amount of costs involved.
14. The Supplier shall pay a contractual penalty of 10% of the value of the subject of the order for the withdrawal from the accepted order for reasons attributed to the Supplier.
15. In correspondence (including invoices, delivery notes, etc.), we require to refer to the number of our order and the obligatory indication of prices in the delivery notes under threat of returning the delivered goods.
16. The Supplier declares that he has implemented the procedures of verifying the reliability of its suppliers and is keeping due diligence in order to eliminate the risk of participation in the fictitious turnover of goods. In particular, the Supplier declares to the best of its knowledge that the goods ordered by NIUW "Glinik" were not subject to a fictitious turnover at any stage of the supply chain.
17. The Supplier declares that he duly settles all public claims.
18. Receivables resulting from the order, including compensation and interest, can not be traded (assignment, sale), in accordance with Article 509 of the Civil Code, without the written consent of the Purchaser.