

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

AMGRO Zdzisław Gulik (hereinafter referred to as AMGRO)

1. Unless the Parties have agreed otherwise in the content of the Order, the provisions of these General Terms and Conditions for the Purchase of Goods and Services shall apply directly to the Orders submitted by AMGRO and shall be binding upon the Parties, unless the parties expressly exclude the application of certain provisions in writing.
2. No general terms and conditions of the Bidder or other commercial general terms and conditions may be used for contractual relationships based on the Order in which the General Terms and Conditions are an integral part thereof, unless AMGRO expressly agrees in writing, by initialling such general terms and conditions of the Supplier, or other commercial general terms and conditions.
3. The content of the Order, together with the General Terms and Conditions and the other Appendices, constitutes the entire agreement between AMGRO and the Supplier and shall override the Bid, any previous negotiations, the general terms and conditions submitted by the Supplier, positions or arrangements made in this respect and expressed in writing and orally, excluding the scope directly included in the content of the Order.
4. General Terms and Conditions form an integral part of the Order in the form of its appendix. In order to give effect, the General Terms and Conditions do not require submitting a separate declaration of intent by the Parties. If the General Terms and Conditions have not been attached to the Order, then the Supplier is bound by the General Terms and Conditions in force in the version published on the day of submitting the Bid on the AMGRO website at <http://www.amgro.pl>.
5. Unless the Supplier expressly declares otherwise in its Bid, the submission of the Bid shall mean the Supplier's acceptance of all of the provisions of the General Terms and Conditions, without exception.
6. If the provisions of the General Terms and Conditions are in contradiction with the provisions of the Order, the content of the Order shall take precedence.
7. The Supplier is obligated to confirm acceptance of the Order in writing (Order Confirmation), within 3 business days, unless otherwise agreed between the Parties. No Order Confirmation at the indicated time will result in the Order ceasing to be binding in regard to AMGRO. Lack of response within the above time limit from the Supplier who remains in continuous business relations with AMGRO means acceptance of the Employer's offer under the terms set forth in the Order. 'Continuous business relations' means implementation by one of the parties of an order from the other party at least twice during the period of 12 calendar months preceding the submission of the Order.
8. If the Order Confirmation contains conditions that are inconsistent with the terms of the Order, AMGRO may, within 5 business days of receipt of the Order Confirmation, declare that it accepts the execution of the Order under the terms and conditions as amended by the Supplier or may withdraw from the Order.
9. Unless otherwise agreed between the Parties, the value of the Order shall always include the value of the Goods ordered or items covered by the Service (collectively referred to as Goods) together with the documents and packaging as well as delivery to AMGRO. The Supplier, together with the delivery of the Goods, is obligated to provide a transport document (bill of lading relevant to the type of transport along with the specification of the consignment).
10. The Supplier is obligated to notify AMGRO of the Goods' availability for shipment via e-mail at least 3 business days before the planned delivery date of the Goods, whereas deliveries of Goods are

accepted at AMGRO's main plant during working hours, i.e. 7 am - 3 pm. If the Parties agree in advance, it is possible to accept deliveries outside the hours of operation of the main plant.

11. Quantitative control of the delivered Goods and their condition after transport takes place immediately upon delivery to the AMGRO main plant, by checking the consistence of the Goods with the transport documents and the Order, and by examining the external condition of the Goods.
12. In the event that the quantity of Goods does not comply with the transport documents and the Order, or if the delivered Goods are damaged, AMGRO will indicate the non-conformity in the transport documents. In the event that the delivery does not comply with the terms of the Order in regard to quantity or quality, AMGRO will inform the Supplier by e-mail. Within 3 working days from the date of notification of the non-compliance by AMGRO, the Supplier shall be obligated, at its own expense, to deliver the missing parts of the delivery or replace defective Goods for new defect-free Goods. The Order is completed upon delivery of the ordered Goods to AMGRO in accordance with the Order, together with all documents required by the Employer.
13. The Supplier grants a two-year warranty and defects liability period for the Goods.
14. The Supplier shall bear full civil and financial liability for the consequences of defects in the Goods, disclosed or arising during the warranty period or defects liability period, due to improper Quality of the Goods delivered.
15. If a defect in the Goods arises during the warranty period or defects liability period, AMGRO will notify the Supplier in writing or by e-mail. The Supplier is obligated to remove the resulting defect in the Goods within 3 working days of receipt of notification from AMGRO about its occurrence. If, during the warranty period or the defects liability period, the Goods are affected by defects attributable to the Supplier twice, the Supplier is obligated to replace defective Goods for Goods free of defects at its own expense. Supplier's warranty obligations will be fulfilled at the place indicated by AMGRO. The Supplier is obligated to inform AMGRO of the reason for the occurrence of the defect at the latest within one week of the defect being removed.
16. The warranty period or defects liability period shall be extended by the time from notification about the defect in the Goods to its removal, and in the event of replacement of defective Goods for new ones, the warranty period or defects liability period is counted from the beginning. In the event that the Supplier fails to remove the defect claimed within the warranty period or the defects liability period on time, AMGRO shall have the right to remove the defect on its own or to have it removed by a third party at the Supplier's cost, without loss of rights under warranty or defects liability.
17. In the event of delay by the Supplier in the performance of the Order or delay in the removal of defects in the Goods, AMGRO shall be entitled to charge the Supplier with a penalty of 0.5% of the Order value for each day of delay. Payment of the penalty does not release the Supplier from requirement to fulfil its contractual obligation. In the event of a delay in delivery of the Goods for more than 7 days, AMGRO shall have the right to withdraw from the Order in whole or in part not delivered within the time of delivery, subject to AMGRO's choice. In the event that the penalties do not cover the damage incurred by AMGRO, AMGRO may claim additional compensation.
18. The Supplier is obligated to keep all information related to the Order confidential for the period of 3 years from the implementation of the Order. For each breach of confidentiality disclosed, AMGRO is entitled to charge Supplier with a penalty of 2% of the Order value.
19. Transfers of the rights and obligations of the Supplier under this Order, including the assignment of rights, requires the written consent of AMGRO.
20. All disputes related to the Order will be resolved by the court with jurisdiction over the offices of AMGRO.