

# GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS & SERVICES

## 1. DEFINITIONS

- 1.1 **PURCHASER** shall mean Pipelife Polska SA.  
1.2 **PURCHASE ORDER** shall mean the **PURCHASE ORDER** form, this document and any other document listed herein and shall constitute the entire agreement between the parties.

## 2. DELIVERY TIME

Time is of the essence for the **PURCHASE ORDER**. The time stipulated for delivery of **GOODS** shall be strictly adhered to. Without prejudice to **SUPPLIER'S** obligation to deliver the **GOODS** on time, **SUPPLIER** shall give **PURCHASER** notice in writing immediately if any delay is foreseen. Failure to deliver on the date specified or subsequently agreed shall entitle **PURCHASER** (without prejudice to any other rights it may have), (a) To cancel order without any penalty to **PURCHASER** or (b) Refuse to accept any subsequent delivery of the **GOODS** which the **SUPPLIER** attempts to make.

## 3. DELIVERY TERM

Delivery term shall be governed and construed in accordance with the provisions of „INCOTERMS” (latest edition) and any amendments thereto.

## 4. PAYMENT

Payment will be effected as agreed and stipulated in the **PURCHASE ORDER**.

## 5. CHANGE

No change to or modification of the items, specifications, terms, conditions and prices appearing in the **PURCHASE ORDER** shall be binding upon **PURCHASER** unless expressly agreed in writing by **PURCHASER**. **SUPPLIER** shall promptly notify **PURCHASER** in the event that any **GOODS** subject of the **PURCHASE ORDER** are affected by changes in drawings, specifications or design, but **SUPPLIER** shall not without prior written consent of **PURCHASER** incorporate any such changes in the order.

## 6. PASSING OF PROPERTY AND RISK

Property and risk in the **GOODS** shall remain with **SUPPLIER** until they are delivered at the point specified in the **PURCHASE ORDER**.

## 7. ACCEPTANCE

In the case of **GOODS** delivered by **SUPPLIER** not conforming with the **PURCHASE ORDER** whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, **PURCHASER** shall have the right to reject such **GOODS** within a reasonable time.

## 8. CONFIDENTIALITY

Any **PURCHASE ORDER** placed by the **PURCHASER** including all accompanying designs, drawings, specifications and information which may be treated as confidential and in particular the **SUPPLIER** shall not make use of the **PURCHASER'S NAME** or the name of any companies associated with the **PURCHASER** for any purposes without the consent of the **PURCHASER**.

## 9. INSURANCE

**SUPPLIER** shall effect and maintain at its own cost, all applicable insurances as required by law and to cover **SUPPLIER'S** responsibilities and liabilities under the **PURCHASE ORDER**.

## 10. APPLICABLE LAW

Any dispute arising under this Terms and Conditions order shall be resolved by the Court adequate for **PURCHASER**.