



PIEROŃCZYK

SUBCONTRACTING
PRECISION PRODUCTS

KOLEJNICTWO · PRZEMYSŁ · MOTORYZACJA

Ślusarstwo Produkcyjne

inż. Andrzej Pierończyk

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GENERAL TERMS OF PURCHASE

SUBCONTRACTING PRECISION PRODUCTS

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These General Terms of Purchase set out the rules for placing purchase orders, delivering goods and services, quality requirements, complaints and the liability of the parties in purchasing relationships conducted by Ślusarstwo Produkcyjne inż. Andrzej Pierończyk (SPP).

CHAPTER I. GENERAL PROVISIONS

§ 1. Applicability

1. These GTP constitute a standard contract template and apply to all purchase orders placed by SPP with suppliers.
2. The GTP take precedence over the supplier's general terms and conditions unless expressly agreed otherwise in writing for a specific order.
3. Accepting an order issued by SPP constitutes acceptance of these GTP.
4. SPP — Ślusarstwo Produkcyjne inż. Andrzej Pierończyk, ul. Budowlana 5, 41-100 Siemianowice Śląskie, NIP 6430003808.

CHAPTER II. ORDERS

§ 2. Order placement

1. Orders are placed in writing (letter, email, electronic order system). An order is deemed accepted upon written confirmation by the supplier.
2. The supplier must notify SPP of any inability to fulfil an order, in full or in part, within 3 working days of receipt.
3. Changes to an accepted order (quantity, specification, delivery date) require the written agreement of both parties.

§ 3. Technical documentation

1. Technical documentation provided by SPP (drawings, specifications, material requirements) constitutes an integral part of the order and must be strictly complied with.
2. The supplier must not introduce changes to materials, processes, technologies or parameters without SPP's prior written consent.

3. The supplier shall inform SPP without delay of any technical problems, deviations or circumstances that may affect the quality, delivery date or completeness of the order.

CHAPTER III. PRICES AND PAYMENT

§ 4

1. Prices are agreed individually for each order or in a framework agreement. Confirmed prices are firm and not subject to unilateral changes.
2. Invoices shall be issued on the day of delivery or upon completion of the service. Payment is made within 30 calendar days of the date of invoice receipt unless the parties agree otherwise.
3. SPP shall not be obliged to pay for uninstructed quantities exceeding the ordered quantity.

CHAPTER IV. DELIVERY

§ 5

1. Unless agreed otherwise, deliveries are made DDP SPP's premises (Incoterms 2020). The delivery date is binding.
2. Each delivery must be accompanied by: a delivery note with order number, material certificates (if required), inspection reports and quality documents as specified in the order.
3. In the event of a delivery delay, SPP may: accept a later delivery, source the goods elsewhere and charge the supplier for the cost difference, or cancel the order without penalty.
4. Partial deliveries are permitted only with SPP's advance written consent.

CHAPTER V. QUALITY REQUIREMENTS

§ 6. Quality and inspection

1. The supplier guarantees that all delivered goods and services comply with the agreed specifications, applicable standards, technical requirements and quality requirements stated in the order.
2. The supplier must carry out incoming material inspection, in-process control and final inspection before delivery. SPP's incoming inspection does not exempt the supplier from its quality responsibilities.
3. SPP may conduct supplier quality audits and process assessments with reasonable advance notice. The supplier is obliged to provide access and necessary documentation.

§ 7. Non-conformities

1. In the event of delivery of goods or services that do not conform to the requirements, SPP is entitled to:
 - reject the delivery entirely or in part;
 - demand replacement or correction at the supplier's expense;
 - carry out sorting or correction itself and charge the cost to the supplier;
 - demand compensation for damages resulting from the non-conformity, including costs of production shutdown, re-inspection and customer complaints.
2. The supplier is obliged to submit an 8D corrective action report within 10 working days of receiving notification of a non-conformity.
3. The period for making complaints about hidden defects is 24 months from the delivery date.

CHAPTER VI. CONFIDENTIALITY AND IP

§ 8

1. The supplier treats all information and documentation received from SPP as confidential, including drawings, specifications, order quantities, prices and customer information. This information may not be disclosed to third parties.
2. Goods manufactured to SPP's technical documentation may not be sold to third parties without SPP's written consent.
3. The supplier shall not use SPP's name or reference to cooperation with SPP for marketing purposes without written permission.

CHAPTER VII. FINAL PROVISIONS

§ 9

1. Polish law applies to these GTP.
2. Disputes shall be resolved by the court having jurisdiction over SPP's registered office.
3. These GTP come into force on 2026-07-01.

Ślusarstwo Produkcyjne inż. Andrzej Pierończyk ul.
Budowlana 5, 41-100 Siemianowice Śląskie NIP
6430003808 Date: 2026-07-01

Approved: Andrzej Pierończyk
..... Signature