

GENERAL CONDITIONS OF PURCHASE - version 4 of 27.09.2018

FORM-PLAST SA with its registered office in Bydgoszcz (FORM-PLAST)

I. GENERAL PROVISIONS SCOPE

1. These General Terms of Purchase (GCP) are applicable to all acts performed by FORM-PLAST purchases of goods and services - hereinafter referred to as groceries - in particular materials and raw materials for production and tools, equipment and components affecting the production process.
2. FORM-PLAST Purchases are made only on the basis of these GCP, which take precedence over any other provisions, in particular, contained in order confirmations, invoices or other commercial documents Suppliers - with the exception of mutually agreed upon by the parties in writing to be valid.
3. Exclusion of application or change individual provisions of the GCP, the implementation of the transaction requires the permission each time FORM-PLAST, granted in writing under pain of nullity.

II. THE ORDERS

1. Conclusion of the agreement on the terms of this GCP occurs through an FORM-PLAST written contract with GCP and its acceptance by the Supplier.
2. Approval of the order followed by confirmation of its terms by the Supplier, or accession to the contract, unless the parties are together in permanent trade relations.
3. In all correspondence and delivery documents (delivery note, documents, invoice) Supplier has an obligation to recall the order number.

III. TECHNICAL REQUIREMENTS OF SUPPLY

1. The item of delivery (purchase) should be in accordance with specified in the order and the specifications annexed thereto, technical documentation, designs, drawings, etc.
2. The item of delivery should be consistent with the generally applicable laws,

and the principles of art, in particular with regard to technical requirements, health and safety and environmental protection.

3. If the delivery item generally applicable provisions are required certificates, approvals or other documents, they should be delivered to FORM-PLAST at the latest simultaneously with the object of delivery.

IV. THE DEADLINE OF EXECUTION

1. Delivery deadlines resulting from the order and its confirmation.
2. If the parties have not agreed on the deadline execution of order, it should be completed within a period not exceeding 7 days from the date of confirmation of its acceptance.
3. Delay in the execution of order in relation to the deadlines set out in paragraph. 1 or 2 Supplier will pay FORM-PLAST penalty amounting to 0.5% of the order for each day of delay, but not more than 20%. In the event of a loss incurred by FORM-PLAST damages for late delivery in the amount exceeding the amount of liquidated damages payable, he is entitled to judicial proceedings supplementary compensation on general principles of civil law.
4. The provision of paragraph. 3 does not apply if the delay is due to circumstances for which the supplier is not responsible and which the Purchaser has been informed.

V. PRICES

1. The purchase price is specified in the order, unless something else results from its content; the order may be referenced in this regard to an earlier offer of the Supplier or its current price list.
2. Any change in prices in relation to established according to item 1 requires mutual arrangements made in writing to be valid.
3. If the Supplier admitted FORM-PLAST permanent discounts in relation to the prices of essential they are to each application, reducing their prices accordingly established pursuant to section V.1.

VI. TRANSPORT AND DELIVERY

1. If the order contains no other findings, all deliveries must be made in the package compliant with the specification and order, and in the absence of agreement in accordance with applicable norms and standards applicable in the European Union. Destruction of supplies or the possible consequences of their destruction for business FORM-PLAST resulting from inadequate packaging of Supplier.
2. Each package must contain presented in a clear way order number, serial number, the term of delivery, quantity per package, gross and net weight, or the specifications in the technical requirements.
3. Delivery date specified in the order is the date of arrival to the company (or the date of notification of readiness of delivery - if the Purchaser receives their own means of transport). For services this is the date of the provisional acceptance.
4. In the case of transport of supplies Suppliers, transport is carried out under his responsibility, cost and risk.

VII. INVOICE AND TERMS OF PAYMENT

1. The supplier charges FORM-PLAST invoice issued at the time and under the terms of generally applicable rules.
2. The invoices are paid within the time specified in the order, if the order does not specify the period for payment invoices are payable within 60 days from the date of delivery (the service).
3. Delay in the payment of the invoice FORM-PLAST Suppliers pay contractual interest in the amount of 2/3 of the statutory interest rate applicable during the period of delay.
4. The supplier shall be liable to FORM-PLAST liability for damages invoice is issued in accordance with the applicable tax regulations, in particular due to the

inability to deduct the FORM-PLAST input VAT.

VIII. WARRANTY

1. The supply of goods Supplier grants FORM-PLAST at least 12 months warranty.
2. The warranty period for FORM-PLAST is the same as the warranty period granted to the Supplier by the manufacturer of the delivery item or vendor counterparty if the latter period is longer than that specified in paragraph 1.
3. As part of the warranty Supplier FORM-PLAST replace defective delivery item or part with a new one or make a repair - by choice FORM-PLAST; accession to remedy the defect must be made immediately, but no later than within 5 days.
4. In case of delay in accession to the warranty repair or completed, and, if not replace the defective delivery item within 7 days of the summons FORM-PLAST has the right to arrange for repairs to a third party or to purchase a replacement with the right load incurred from this supplier due to costs.

IX. QUALITY

1. To start cooperate with the Form-Plast supplier should at least have ISO 9001 certification or meet the conditions for eligibility small supplier Form-Plast, in accordance with the requirements of IATF 16949. Form-Plast recommends possession by the supplier IATF 16949 and ISO 14001.
2. Supplier on-demand Recipients must provide certificates or material certificates attesting the compliance of the delivered goods as ordered. In the absence of the certificate recipient has the right to refuse to receipt the goods.
3. The supplier undertakes to authorize designated representatives Recipients or certifier hired by Recipient on access to explore and test methods of production and control in the form of audit quality.
4. Procedure for acceptance and control of goods is consistent with the Quality Management System IATF 16949, ie. The delivery is measured, weighed and

counted like.

5. In no event shall control the quality of supplies carried out by Form-Plast, does not absolve the supplier from liability for the quality of delivered goods.

X. WITHDRAWAL FROM THE AGREEMENT AND THE IMPLEMENTATION OF SUBSTITUTE

1. In the case of the Supplier's delay in delivering the object of purchase in excess of 1/3 of the agreed duration of the contract (the period from the order confirmation to the impact of the contractual deadline for its implementation) FORM-PLAST has the right to unilaterally withdraw from the contract and purchase a replacement from another supplier.
2. If you purchase a replacement referred to in paragraph 1 FORM-PLAST has the right to charge the Supplier the possible difference in the purchase price.

XI. THE DEVELOPMENT POLICY OF MATERIALS AND SERVICES AUTOMOTIVE SUPPLIER

1. Form-PLAST require of Yours materials and services automotive Supplier to, implementation and improve to Quality Managment System with targeted certification according to IATF 16949 system.
2. Minimum acceptable degree of development Quality Managment System for automotive must be accordance with ISO 9001.
3. Target of company is leading Supplier through the following stages in Quality Managment System development:
 - a) certification on accordance with ISO 9001 confirmed by accredited certifier,
 - b) certification on accordance with ISO 9001 with accordance confirmation ITAF 16949 granted by FORM- PLAST audit proceeding or by accredited certfier designated by FORM-PLAST,
 - c) certification on accordance with IATF 16949 confirmed by accredited certifier, honoured by IATF.

XII. THE RIGHT LAW

1. To assess the legal consequences of a contract concluded under this GCP Polish law shall apply.
2. In matters not regulated in the contract and these GCP are applicable subject to Polish law.