



**GENERAL PURCHASE TERMS  
of Stoelzle Częstochowa Glass Group (version 09.2020)**

**1. Application of the Terms**

- 1.1. These General Purchase Terms (hereinafter referred to shortly as "Terms") constitute an integral part of all orders for the delivery of goods and the provision of services (collectively the "Supplies") to Stoelzle Częstochowa Sp. z o.o. or to any company affiliated to Stoelzle Częstochowa Sp. z o.o. within Stoelzle Glass Group (see [www.stoelzle.com](http://www.stoelzle.com)), the ordering company hereinafter referred to as "STC"). Contract terms and other provisions of the supplier deviating from these Terms shall only apply if expressly acknowledged by STC in writing for the individual business transaction and solely with respect to that business transaction for which the supplier's contract terms and other provisions were acknowledged. The application of supplier's contract terms, if referenced to in its offers or order confirmations, shall be deemed waived by virtue of supplier's performance of the order. The Terms of STC shall then apply without restrictions.
- 1.2. Persons contracting or accepting orders for and on behalf of the supplier shall be deemed authorised to accept these Terms and to make reservations hereto for the supplier.

**2. Conclusion of Contract, Rescission**

- 2.1. A contract shall be deemed validly concluded only upon written order from STC. Supplier's offers shall be binding upon the supplier and - same as any information, advice or other particulars disclosed by the supplier in course of initiating a business relation - shall not oblige STC to conclude a contract or to bear any costs. In the event an order placed by STC should not be rejected by the supplier in writing within 7 business days, it shall be deemed accepted.
- 2.2. Unless otherwise agreed in writing, trade terms used by STC in orders or other correspondence with the supplier shall be construed in accordance with the INCOTERMS 2020 in the prevailing version.
- 2.3. STC may entirely or part-wise rescind a contract without the supplier being entitled to any claims whatsoever if, amongst others, (i) the customer of STC for reason of model change or change of construction or technique or for other reason not attributable to STC or the supplier should either rescind or confine its order to STC or if (ii) the supplier should continuously fail to adhere the agreed quality parameters or if (iii) insolvency proceedings should be applied to the supplier or any of the supplier's sub-suppliers.

**3. Scope of Contract**

- 3.1. The scope of contract shall primarily be defined within the written individual contract between STC and the supplier.



- 3.2. Moreover, the scope of contract shall comprise, in each case without the supplier being entitled to any additional remuneration,
- the provision of plans and documentation in line with the requests from STC;
  - the provision of certificates on testing of materials and declarations on conformity;
  - the provision of material patterns and samples of Supplies;
  - the delivery to the premises of STC or to a destination else nominated by STC, including unloading; and
  - the packaging of the Supplies in a manner appropriate for transport.

#### **4. Quality and Environment**

- 4.1. The supplier shall provide the Supplies in such manner that they fully comply with the commonly expected, expressly agreed or such purpose as corresponds to the nature of the business transaction. The supplier shall on its own gain information on all circumstances relevant thereto. The supplier shall always observe all laws, ordinances (as in particular regulations as to work safety, machinery safety and electrical engineering), directives, standards (as in particular harmonised European and polish Standards, DIN Standards and VDE Standards), rules, industrial standards and orders from authorities, applicable at the Supplies' destination with respect to the Supplies' construction, quality and safety, as well as CE marking. The technical delivery specifications applicable at STC for the delivery of machinery and systems shall be provided upon occur after the conclusion of the contract or, when they have occurred before that time, if their of the documentation test reports by an independent agency as to the provision of the Supplies in conformity with all relevant rules and regulations; the agency shall be selected by STC.
- 4.2. The supplier shall safeguard the quality and adequacy of the Supplies in such manner that appropriate inspection and controls may be conducted prior to and in course of the production. Such checks must be documented. STC may, without being obliged to, conduct such inspections and controls at the supplier's premises. The supplier, if so requested by STC, shall enter with STC into a quality management agreement. In the event that prototype- or outturn-samples where agreed or are necessary, the supplier may commence series production only upon expressive written approval from STC.
- 4.3. The supplier shall, within its business processes, consider all environmental and energy aspects. The supplier is aware that these aspects were taken into consideration by STC upon evaluation of supplier's offer and placement of the order.

#### **5. Order Handling**

- 5.1. All correspondence referring to the order must state the order number from STC, else notifications shall in doubt not be deemed received by STC and invoices may not be paid.
- 5.2. In the event Supplies should comprise works performed by the supplier for STC or third parties at the premises of STC, the supplier shall procure that its personnel and other appointees will adhere to the legal and internal regulations on the prevention of accidents and fires, to the recognised rules on safety



techniques and labour medicine and to the general and particular internal requirements at STC. The respective written instructions shall be provided upon supplier's demand and may be downloaded under [www.stoelzle.com](http://www.stoelzle.com). The supplier shall fully indemnify, and hold harmless, STC from any and all damages to persons and property that the supplier, its personnel and other appointees may suffer from performance of their duties at the premises of STC, except for damages caused by wilful conduct or gross negligence of STW or its personnel or appointees. Prior to commencement of the works the supplier must contact the safety engineers of STC.

- 5.3. In the event STC should store other than its own property for the purpose of being used by the supplier for the works at the premises of STC, STC shall be liable for loss or damage solely if caused by its wilful conduct or gross negligence.
- 5.4. Should the supplier for performance of the works request support from STC (assistance at unloading, temporary work force, provision of tools, energy and likewise services), STC shall be entitled to reasonable remuneration.

## **6. Delivery, Delay, Force Majeure**

- 6.1. Dates, terms and volumes of delivery as well as eventual part deliveries, if so agreed, shall be binding upon the supplier. This applies to the provision of the Supplies as well as of the relating technical documentation and the administrative and shipping documents. STC, to a reasonable extent, may alter its orders as to construction, manufacturer and delivery dates. Impacts, if any, of such alternations shall be settled on reasonable mutual basis.
- 6.2. Agreed delivery terms shall commence as of the date of the order, or, if STC reserved the right to call deliveries, as of the date of such call. The arrival date of the Supplies at the destination nominated by STC shall be the relevant date to determine on whether a specific delivery date or delivery term was met.
- 6.3. Unless otherwise agreed in writing partial deliveries shall not be allowed. STC shall not be obliged to accept excess deliveries. Deliveries, that arrived earlier than upon the agreed date may be returned or stored by STC at the cost and risk of the supplier.
- 6.4. Unless approved in writing by STC, the supplier may not subcontract, either in parts or in whole, or else transfer to third parties the order.
- 6.5. In the event of late delivery STC, irrespective of the causes of the delay, at its own discretion may either (i) rescind from the entire contract or parts thereof or (ii) insist on fulfilment of the contract. In either case STC may, at its own discretion, request from the supplier payment of either (i) the full amount of actual damages (including loss of profits, if any) caused by the delayed delivery or (ii) of liquidated damages, undependable from any fault on the supplier's side and not subject to any judicial adjustment, which, unless otherwise agreed with the supplier in the individual contract, shall be 5% of the total delivery value for each full week of delay and in the maximum 10% of the entire contract value. Acceptance by STC of delayed Supplies shall not be deemed a waiver of any remedies.
- 6.6. In the event of complaints by STC in respect of delivery dates, delivery terms or delivery volumes the supplier shall immediately take appropriate measures and inform in writing STC within 12 hours accordingly.



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- 6.7. The supplier shall immediately inform STC in writing about any circumstances that are likely to prevent, hinder or delay proper performance of the order by the supplier.
- 6.8. In particular the following circumstances shall be considered as grounds of force majeure if they effects where not clearly foreseen before the conclusion, and they prevent, hinder or delay the contractual obligations of STC or a third supplier: war; war risk; insurrection; blockade; requisition; embargo; recruiting up of personnel for military service; currency restrictions; export or import prohibitions or restrictions; restrictions in the use of power; labour conflicts; general shortage of labour, transport and materials; water shortage; fire; flood; storm; obstruction of railways; non-delivery, faulty or delayed delivery of raw materials and other auxiliary materials for the production; internal reduction or cancellation of the Supplies to be made by the supplier to STC by STC's customers; and any other circumstances beyond the control of STC. In the event of a case of force majeure STC may, at its option, either suspend performance of the contract or immediately or at a later stage cancel the contract. The supplier may not raise claims of any kind whatsoever against STC on the grounds of such suspension or cancellation. STC shall without delay notify the supplier of the occurrence of a case of force majeure and of its further intention in respect of the contract. In the event of a case of force majeure at the side of a third supplier of STC, STC shall be fully released from its duties of notification towards the supplier by forwarding the notification received from such other supplier. If so necessary, the supplier shall at its own cost and risk properly store the Supplies until acceptance by STC.

## **7. Shipment, Packing**

- 7.1. Deliveries without the shipping documents requested in the order shall not be deemed performance of the order and shall, at the cost and risk of the supplier, either be returned or stored until receipt of the missing documents. In the event the Supplies should contain dangerous substances the supplier shall always provide for a safety data sheet. In the event Supplies should be determined for export the supplier shall issue a customs declaration on the Supplies' origin and forward such declaration to STC no later than together with the first delivery.
- 7.2. Unless otherwise agreed in writing all deliveries shall be made free to the place of destination nominated by STC (DDP), in appropriate packing, customs, insurance and other expenses paid. The supplier shall bare any risk until acceptance of the Supplies by STC or its appointees at such place of destination that was agreed for the deliveries to be made. Deliveries shall be accepted at the destination only during regular working hours.
- 7.3. All deliveries must be packed in a manner appropriate for transport. Packing instructions, if any, from STC must by all means be observed. Wood used for packing always needs to comply with the prevailing European Phytosanitary requirements. Dummies and packaging material, unless expressly requested within the supplier's invoice and shipping documents, shall not be returned by STC. Packaging materials, upon respective request from STC, shall be taken back and disposed by the supplier in accordance with prevailing environmental standards, free of cost. Special packaging made available to the supplier by STC



shall remain ownership of STC; the supplier shall be liable to STC in the event of damages or loss of special packaging.

## **8. Transfer of Ownership and Risk**

- 8.1. The transfer of ownership in the Supplies to STC shall be made through acceptance by STC's appointees. In the event the supplier needs to install or further process the Supplies at the place of destination, the transfer of ownership shall be effected upon completion of such works and, if so agreed or customary, upon completion of a test run.
- 8.2. The risk in relation to damages or loss of the Supplies shall pass to STC upon transfer of the ownership in the Supplies to STC.
- 8.3. Take-over of the Supplies by STC shall by no means be deemed acknowledgement by STC of the Supplies' conformity with the contract and no waiver by STC of any remedies due to defective, late or else non-conforming delivery.

## **9. Prices**

- 9.1. Unless otherwise agreed in writing, all prices shall be invariable fixed prices that may for no reason whatsoever be increased.

## **10. Invoicing, Payment**

- 10.1. Invoices shall be sent to STC upon shipment of the Supplies but separated from the Supplies. Order number and order date must be referred to in each invoice, VAT must be separately stated.
- 10.2. Unless otherwise agreed, and to the extent permitted by compulsory law, all invoices of the Supplier shall be payable within 30 days (or any other term stated in the respective order) from receipt by STC of the invoice or the Supplies (whatever occurs later) without deduction.
- 10.3. All payments shall be made in Polish Zloty or in Euros (as shall be stated in the respective order). In the event payment was agreed in a different currency than Euros, the Euro exchange rate as of the date of the order shall apply. All expenses related to money transfers, collection of documents and documentary letters of credit shall be borne by the supplier.
- 10.4. Payment shall by no means be deemed acknowledgement by STC of the Supplies' conformity with the contract and no waiver by STC of any remedies due to defective, late or else non-conforming delivery.
- 10.5. STC, within its ordinary course of business, may resell further process and else dispose of the Supplies even prior to payment hereof.
- 10.6. The supplier, without written approval from STC, may not assign, pledge or otherwise dispose of any accounts receivable towards STC.
- 10.7. STC may offset against accounts payable to the supplier with any claims whatsoever that it might have towards the supplier, even if related to other business transactions.

## **11. Guarantee**

- 11.1. The Supplier, in the meaning of specifically warranted characteristics, guarantees that each delivery shall fully comply with all requirements from STC



as well as with all legal rules, regulations and standards, is properly made and corresponds to the commonly expected characteristics as well as to the expressively agreed or to such characteristics, as correspond to the nature of the business transaction.

- 11.2. The term of guarantee shall be 24 months; in the event STC should resell the Supplies, either after processing or unchanged, to a third party the term of guarantee shall at least equal the warranty term agreed between STC and the third party. The term of guarantee shall commence (i) basically upon transfer of the Supplies to STC in accordance with Section 8 (in the event of hidden defects upon discovery hereof), (ii) in case of equipment, machinery and systems upon the acceptance date notified by STC in the written acceptance certificate and (iii) in the event of spare parts upon putting in operation the same. In the event Supplies may not be put into, or cannot remain in, operation due to inspection for defects or remedy of defects, the term of guarantee shall be prolonged accordingly. For parts that have been repaired or redelivered the term of guarantee shall newly commence as of the respective date. STC shall be expressively relieved from any duty to have Supplies immediately inspected for any defects. Notification by STC of defects shall be deemed timely if communicated to the Supplier within the term of guarantee. Claims relating to defective Supplies shall prescribe within 3 years from the date notified in writing.
- 11.3. In the event defective Supplies should require incoming inspection beyond customary procedures the Supplier shall bear the costs related hereto.
- 11.4. In the event of defective Supplies STC, irrespective of the defect affecting the entire delivery or only parts thereof, the defect being material or not material, the defect being remediable or not remediable, may at its own discretion (i) demand substitute supply (change) or remedy of the defect (improvement) free of cost, (ii) in the event of late remedy by the Supplier have the assessed defects remedied itself or by third parties and (iii) in the event substitute delivery or improvement should not be possible or cause unreasonable costs for STC, demand reduction of price; in the event of material defects STC may rescind the entire contract or parts thereof. STC may demand that the supplier, no later than within 8 days from a respective request, takes back defective Supplies at its cost and risk, else STC may charge the Supplier for the costs of storage.
- 11.5. The Supplier, also if acting only negligent, shall be liable to STC for all damages caused by defective Supplies. The Supplier expressively acknowledges that STC as a supplier of manufacturing units with stratified work processes in the event of late or defective delivery may be liable to such customers for warranty claims and damages far beyond the respective liabilities provided by law. To the extent Supplies, whether unchanged or in processed form, are determined for such customers, the agreements between STC and such customers as to warranties and damages shall be deemed also a part of the contractual agreements between STC and the Supplier. STC, upon Supplier's request, shall anytime disclose to the Supplier the prevailing agreements with the respective customers as to warranties and damages. The Supplier shall fully indemnify and hold harmless STC against any and all claims of such customers related to defective, late or else not order conform Supplies and waives all objections that such damages were not foreseeable.



11.6. The Supplier, no later than upon notification of dispatch, shall disclose in relation to each supply, all sub-suppliers, manufacturers and (as far as it regards imported products) the importers, in each case together with the name and the registered address of the respective company.

The Supplier is aware of the scope of business of STC. Even if STC should process the Supplies to a new product, such product must conform to the safety requirements that, upon use of the product, may reasonably be expected.

The Supplier shall immediately inform STC in writing, if the Supplies, due to compulsory law provisions or administrative orders, should not correspond to the safety as shall be required by the relevant product liability laws.

In the event the Supplier should be requested, in court or out of court, to pay damages (in particular, but not limited to, pursuant to the relevant product liability laws) the supplier shall immediately inform STC in writing.

In the event STC should be held liable due to any product liability laws

- the Supplier, else being liable for all damages, shall immediately deliver to STC all information and documentation that may be necessary or useful for evidencing the exemption from liability towards the damaged party;
- the Supplier shall be liable for all claims on recourse by STC pursuant to applicable product liability laws, including the cases where the Supplier is solely acting as importer or distributor of the products;
- the Supplier shall be liable pursuant to applicable product liability laws also for damages to property suffered by STC as an entrepreneur, whereby such liability may not be waived;
- STC, irrespective of contrary provisions by applicable product liability laws, may take recourse with the Supplier for any payment within 3 months from the date either such payment was made by STC or STC was condemned to such payment by valid and binding court judgement;
- the Supplier, irrespective of contrary provisions by applicable product liability laws, shall have the burden of proof that the Supplies were free of defects;
- the recourse of STC with the Supplier shall include also all legal fees and other expenditure related to the product liability case; and
- damages of, as well as recourse by, STC against the Supplier shall not be dependable upon notification by STC to the Supplier of the defect.

The Supplier shall always, upon respective request, provide for a sufficient insurance coverage pursuant to applicable product liability laws (a Supplier from abroad may provide for evidence of an insurance coverage of similar standard).

The Supplier shall always have insured with coverage to be agreed upon conclusion of the contract, else at reasonable coverage, all claims that STC and third parties may have due to product liability and shall provide STC upon request with respective evidence.

## 12. Documentation for Manufacture, Forms, Tools, Devices

12.1. Samples, models, drawings, clichés and other expedients as well as forms, tools and devices, developed at the cost of STC and made available to the Supplier, shall remain free ownership of STW and shall be respectively marked. Drawings, without approval from STC, may neither be copied nor else disposed of. Such



expedients and devices may solely be used for performance of the orders received from STC and may in particular not be disclosed or else made available to external third parties. Such expedients and devices shall be insured by the Supplier at replacement value and, upon completion of the order, be returned to STC free of cost and in proper condition, considering normal wear and tear. Any Supplier's rights of retention in that respect shall be excluded.

- 12.2. The Supplier warrants that neither the Supplies nor the acceptance, nor the use, nor any other disposal of the Supplies shall violate any third parties' intellectual property rights inland or abroad. The Supplier shall always fully indemnify and hold harmless STC from any third parties' claims in that respect. In the event the above warranty should prove to be incorrect, the Supplies shall be deemed defective and the remedies as agreed in Section 11 hereof shall apply.

### **13. Confidentiality**

- 13.1 Unless fulfilment of the order requires respective disclosure, the Supplier shall keep strictly confidential all issues relating to the order, the works connected thereto and the respective processes as well all related technical and commercial documentation and devices. Irrespective of its own continuing obligation, the supplier shall bind any third party, engaged by the Supplier in connection with the performance of the order, to same confidentiality obligations.

### **14. References, Data Protection**

- 14.1. Any references by the Supplier as to STC for advertising purposes shall require prior written approval from STC.
- 14.2. Upon order confirmation the Supplier agrees that STC may electronically process all personal data arrived in connection with the business transaction.

### **15. Place of Fulfilment, Applicable Law, Court Jurisdiction**

- 15.1. All deliveries and Supplies shall be fulfilled at the registered address of the ordering company of STC, where all present and future claims of STC relating to contracts with the Supplier shall be fulfilled.
- 15.2. All contracts between STC and the Supplier and all claims related thereto shall be governed by, and construed in accordance with, the substantive law applicable at the registered address of the ordering company of STC without regard to its conflict of law provisions. The UN Convention on Contracts for the International Sale of Goods shall be excluded.
- 15.3. All present and future claims relating to contracts with the Supplier shall be exclusively referred to the competent courts at the registered address of the ordering company of STC; provided, however, that STC may refer claims against the Supplier also to the competent courts at the Supplier's registered address. At the election of STC all disputes relating to contracts with the Supplier, by exclusion of ordinary court jurisdiction, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by a single arbitrator appointed in accordance with said Rules. The language to be used in the arbitral proceedings shall be English. The Supplier waives all rights to contest or request for any reason whatsoever reversal of an arbitral award by any ordinary court.





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15.4. In the event any provision of the Terms shall be held to be entirely or part wise invalid, the validity of the remaining provisions of the Terms and the Terms as such shall remain unaltered in force