



PIXEL

NOWOCZESNE TECHNOLOGIE W PODRÓŻY

GENERAL PURCHASE CONDITIONS

(GPC)

Pixel sp. z o.o.
with a registered office in Osielsko
ul. Jana Pawła II 28
86-031 Osielsko



Siedziba: **PIXEL Sp. z o. o. ul. Jana Pawła II 28, 86-031 Osielsko,**
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General provisions

The General Purchase Conditions (GPC) shall apply unless other provisions, excluding the applicability of the General Purchase Conditions, are agreed. The General Purchase Conditions apply to orders placed by PIXEL Sp. z o.o., hereinafter referred to as the **Ordering Party**. They pertain to the sale and delivery of goods, respectively, as well as ordered work and outsourced services.

The Supplier executing the order is bound by GPC. If the Supplier does not agree with GPC, he is obliged to immediately, prior to acceptance for execution, inform the Ordering Party about it. If the Ordering Party accepts any derogation from GPC, it is necessary to regulate separate conditions in writing.

These GPC apply to contracts concluded from **01.01.2016**.

Article 1 - Definitions

GPC define the following terms:

1. **The Ordering Party** - PIXEL Sp. z o.o.
2. **Supplier** – a natural or legal person or other entity without legal personality that executes an order.
3. **Order** – an official document obliging the Ordering Party to purchase goods and services under previously agreed conditions. An order has a unique number that has to be quoted on an invoice and any other documents connected with a delivery.
4. **Goods** – shall mean materials, raw materials, components, prefabricated elements, products, devices and services ordered by the Ordering Party.
5. **Purchase of goods** – shall mean delivery or a different contract the subject matter of which is the design, manufacture and supply of goods, under which the Ordering Party acquired ownership rights.
6. **Request for tenders** – shall mean an invitation to tender for the supply of particular goods or services.
7. **Working day** – every day with the exception of Saturdays and public holidays.

Article 2 – Order Confirmation

1. Acceptance of every order for execution shall be confirmed by the Supplier within 5 days from receipt via e-mail.
2. If the Supplier does not confirm order acceptance to the Ordering Party, this shall mean that the contract was not concluded by the Parties.
3. Where order confirmation includes any conditions inconsistent with the conditions of the Order, the Ordering Party is entitled, within 3 working days from the receipt of Order confirmation, to declare whether it accepts Order performance under conditions changed by a potential Supplier via e-mail.

Article 3 - Tenders

A tender should include all information necessary to evaluate the offered goods with regard to the requirements specified by the Ordering Party in the request for tenders. In the event of discrepancies, the Supplier is obliged to report the discrepancy or irregularity. The currency and net price should be specified in the tender. The Supplier is obliged to draw up the tender based on the applicable laws.

Article 4 – Prices and Payment Terms

1. The net prices given in an order shall be fixed and not subject to revision.
2. The price for goods includes the cost of documentation connected with the goods, the packaging and transport to the place of delivery, unless otherwise agreed.
3. The price for goods shall be recorded on a confirmed tender and Order. The price shall apply until the Parties agree on new conditions.
4. Payment for goods shall be made based on a correctly issued invoice. The invoice shall include the order number and all elements specified in GPC and the provisions of the law. Payment shall be made within the payment term specified in an order counted from the day of a correctly issued invoice.

Article 5 – Quality and Documentation

1. Before placing an order, the Ordering Party or a person authorised by the Ordering Party can inspect the quality of goods. In particular, the inspection can be related to the fulfilment of safety standards by the goods and, in the case of services, whether performance complies with the applicable laws.
2. The inspection does not constitute grounds for approval of the purchase of inspected goods and services.
3. The Supplier is obliged to observe technical, qualitative and safety conditions complying with the Ordering Party's requirements.
4. Delivery documents shall include: order number, specification of goods, attestation, quality certificates and warranty certificates. In the event of provision of services, the Supplier is obliged to provide a service acceptance certificate.
5. The Supplier is obliged to enable the identification of goods by placing legible labels on them. The Supplier is also obliged to mark collective packages.
6. The Ordering Party reserves the right to carry out an audit at the Supplier's facility in order to control and monitor manufacturing and storage processes. The audit can be carried out upon prior notification to the Supplier. If the audit reveals any inaccuracies or irregularities, fulfilment of orders by a particular Supplier can be suspended until the irregularities are eliminated. In the event an irregularity was not corrected, the Ordering Party has the right to withdraw from the order.
7. In the event any irregularities are found during the audit, the Supplier undertakes to introduce corrections that will eliminate the shortcomings.

Article 6 - Delivery

1. Goods shall be delivered in compliance with specifications and detailed Order conditions.
2. The Supplier is obliged to properly pack the delivered Goods to ensure that they are protected during transportation and unloading.
3. Delivery of Goods to specified warehouses shall take place on working days until 2:00 pm.
4. The Ordering Party shall carry out a quantitative inspection and check the condition of delivered goods after transportation within 3 working days from the goods being delivered to a warehouse by the Supplier.

5. If the Ordering Party finds any nonconformity of Goods with the Order in terms of quality or if the delivered goods are damaged, the Ordering Party shall inform the Supplier about it via e-mail. The Supplier is obliged to deliver, within 5 working days from the date the nonconformity is reported by the Ordering Party, at his own expense, the missing deliverables or replace the defective Goods for new, non-defective goods.
6. An order shall be deemed to have been executed upon delivery of ordered Goods, complying with the Order, and all documents required by the Ordering Party to the Ordering Party.
7. The ownership of Goods is transferred to the Ordering Party upon complete delivery.

Article 7 – Guarantee and Liability for Nonconformity of Delivered Goods

1. The Supplier grants a quality guarantee for the delivered Goods for a period of at least 24 months counted from the date the Goods are delivered to the Ordering Party's registered office. The Supplier guarantees that all the properties of the Goods comply with the Order and that throughout the warranty period the Goods will be free from defects that would prevent proper and trouble-free operation.
2. The Supplier bears full responsibility for any consequences of defects of the Goods revealed or arising during the warranty period as a result of inadequate quality of the delivered Goods. The Supplier is required to replace the Goods.
3. Upon delivery of Goods, the Supplier shall provide a warranty certificate in Polish.
4. The Supplier is obliged to inform the Ordering Party in writing about all defects and planned changes of the delivered Goods, including planned changes of the manufacturing process.
5. The Supplier is obliged to immediately inform the Ordering Party in writing about any nonconformity of ordered Goods or any change of the delivery date.
6. If a defect is revealed during the warranty period, the Ordering Party shall inform the Supplier about it via e-mail.
7. In response to the notification of the defect, the Supplier shall remove the defect within 5 days from the receipt of the notification, unless otherwise agreed.
8. If, during the warranty period, the same Goods are affected by a defect three times, the Supplier is obliged to replace the Goods for non-defective ones upon the third notification of a defect.
9. Under the warranty, any obligations of the Supplier connected with the delivery of Goods shall be performed in the place indicated by the Ordering Party.
10. The Supplier is obliged, each time, to provide the Ordering Party with a report connected with the notified defect of the Goods. The report should include information on the type of reported defect, cause of defect and actions taken by the Supplier to remove it. The report should be presented by the Supplier within 3 working days from the date of defect elimination, and in any case no later than 10 working days from the notification of the defect of the Goods. The report shall be sent via e-mail.
11. The warranty period is extended by the time from defect notification to defect elimination. If defective Goods are replaced with new ones, the warranty period runs anew.
12. If the Supplier fails to carry out his obligations stemming from the granted warranty, the Ordering Party has the right to remove the defect itself or through third persons at the Supplier's expense after the time specified in item 7 has elapsed. Taking such actions does not cause the Ordering Party to lose its entitlement under the warranty.

13. If, during the warranty period, the same defect is revealed in at least 20% of delivered Goods, the defect shall be deemed a large-scale defect.
14. In the event of a large-scale defect, the Supplier is obliged to remove it in all delivered goods, regardless of whether the said defect was revealed in all delivered Goods. Elimination of a large-scale defect involves replacement of Goods or components of Goods for new ones with a modified structure, parameters, technology of production or replacement of Goods or components of Goods for new ones manufactured by a different producer.
15. A large-scale defect shall be removed within 14 days from its emergence.
16. In the event of a large-scale defect, the warranty period runs anew from the date the defect was removed by the Supplier. If the defect cannot be removed, the Supplier has the option to replace the entire batch of goods for conforming ones.

Article 8 – Contractual Penalty

1. In the event of improper performance of the delivery, i.e. incomplete delivery as far as quantity, quality, marking, packaging or required documentation is concerned, the Supplier shall pay the Ordering Party contractual penalty under the signed contract.
2. The Ordering Party is entitled to claim damages exceeding the amount of contractual penalty from the Supplier if they do not cover the damage suffered by the Ordering party.

Article 9 - Confidentiality

All information stemming from GPC, including information acquired by the Supplier in connection with order performance and, in particular, all organisational, commercial and technical information regarding the Ordering Party, shall be regarded by the Parties as confidential and shall not be disclosed to third persons. This obligation does not apply to situations in which the obligation to disclose information stems from mandatory provisions of laws or occurred with the prior written consent of the Ordering Party.

Article 10 – Final Provisions

1. These General Purchase Conditions are an integral part of an Order placed by the Ordering Party with the Supplier. In the event of differences or contradictions, the Order shall prevail.
2. The rights and obligations of the Supplier stemming from a placed Order can be transferred subject to written consent of the Ordering Party, under pain of nullity.
3. The Seller cannot place, in a visible place, logos or emblems on the Goods without written consent of the Ordering Party.
4. In the event of any discrepancy between the Supplier's general delivery conditions and these general purchase conditions (GPC), the provisions of the Ordering Party's general purchase conditions (GPC) shall take precedence.
5. In matters not regulated in these general purchase conditions, Polish law shall apply.
6. Any disputes connected with an Order, shall be resolved by a court having jurisdiction over the Ordering Party's seat.