



GENERAL PURCHASE CONDITIONS

(GPC)

PIXEL Sp. z o.o.
ul. Bogdana Raczkowskiego 5
85 – 862 Bydgoszcz

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PIXEL Sp. z o.o.
ul. B. Raczkowskiego 5, 85-862 Bydgoszcz
tel. +48 52 324 16 10 | pixel@pixel.pl
www.pixel.pl

Organ rejestrowy:
Krajowy Rejestr Sądowy XIII Wydział Gospodarczy
Sądu Rejonowego w Bydgoszczy
Nr KRS: 0000111391 | NIP: 967-09-64-503
REGON: 091589750



General Provisions

General Purchase Conditions (hereinafter referred to as GPC) are in force unless other provisions excluding the validity of GPC are not agreed upon. General Purchase Conditions apply to orders placed by PIXEL Sp. z o.o., hereinafter referred to as the **Customer**. They refer respectively to the sale and delivery of goods as well respectively to ordered works and commissioned services.

The Supplier carrying out the commission is entirely bound by the GPC. If the Supplier does not agree with the GPC, he/she is obliged to immediately inform the Customer of this fact prior to performance of order or a commission. If the Customer agrees to any deviation from the GPC, separate conditions need to be regulated in writing.

The GPC apply to agreements concluded from 01.01.2016.

Art. 1 Definitions

The following terms shall have the below meaning in the GPC:

1. **The Customer** – PIXEL Sp. z o.o..
2. **The Supplier** – a natural or a legal person or another entity, which does not have a legal personality carrying out the order.
3. **The Order** – a formal document binding the Customer to buy goods and services on the basis of the conditions agreed upon earlier. The order has a unique number, which shall be quoted on the invoice and on other documents connected with the delivery carried out.
4. **Goods** – materials, raw materials, parts, prefabricated elements, products or devices and services ordered by the Customer.
5. **Purchase of goods** - purchase of goods means selling, delivery or another agreement whose subject is designing, manufacturing and delivery of the goods on the basis on which the Customer acquires the right of ownership.
6. **RFQ (Request for quotation)** – is a form of invitation to take part in the process of making offers whose aim is to deliver specific goods or a service.
7. **Business day** – all days except of Saturdays and public holidays.

Art. 2 Order confirmation

1. Acceptance of an order to be performed shall be confirmed by the Supplier, within 3 days from its reception, in writing, e-mail or fax.
2. The order is deemed to be accepted in 100% if the Supplier fails to confirm the order within 3 days.
3. In case the order confirmation contains any conditions that are inconsistent with the Order requirements, the Customer is entitled to declare whether he accepts the order

Performance based on the amended terms of the potential Supplier - in writing, e-mail or fax within 3 business days from the date of receiving the Order confirmation. If the Customer provides no declaration, this denotes there is no consent to any amendment of the Order requirements and no contract is concluded between the Parties.

Art. 3 Offers

The offer shall include all the information necessary to carry out evaluation of the goods offered in terms of the requirements listed by the Customer in RFQ. In case of any non-compliance the Supplier is obliged to inform the Customer about such non-compliance or irregularity. The offer shall define the currency and net price. The Supplier is obliged to make an offer on the basis of the applicable laws.

Art. 4 Prices and payment terms

1. Prices listed in the order in net values are fixed subject to no adjustments.
2. If not agreed otherwise by the parties, the goods price shall also include the cost of documentation related to the goods, its packaging and transport to the place of delivery.
3. The goods price shall be noted on the Order as well as on the confirmed offer and it shall be valid until new conditions are agreed upon by the Parties.
4. Payment for the goods shall take place on the basis of correctly issued invoice. The invoice shall quote the order number and shall include all the items specified by these GPC and by the applicable laws. Payment shall be made in line with the payment date indicated on the order counted from the day of entry of the correctly issued invoice to the Customer's registered office.

Art. 5 Quality and documentation

1. Before placing an order, the Customer or the person authorized by the Customer can inspect the goods quality. The inspection can concentrate specifically on the safety standards to be met by the goods and, in case of the services, to checking whether they are carried out according to the applicable laws.
2. Carrying out such an inspection does not constitute the basis for approval of purchase of the inspected goods and services.
3. The Supplier is obliged to conform to the technical, qualitative and safety requirements, in line with the Customer's requirements.
4. The delivery documents shall include: order number, specification of goods, approvals, quality certificates, guarantee cards. In case of delivery of services the Supplier is obliged to provide the service acceptance protocol.
5. The Supplier is obliged to facilitate identification of the supplied goods by placing legible labels on them. The Supplier is also responsible for labeling the collective packaging.
6. The Customer reserves the right to audit the Supplier in order to control and monitor the production processes and storage of goods. The audit can take place only after informing the supplier. In case the audit reveals any inconsistencies or irregularities, performance of orders with the given Supplier may be withheld until the audit is completed.

7. If any irregularities are found during the audit, the Supplier undertakes to implement corrective actions to eliminate the faults.

Art. 6 Deliveries

1. The goods shall be delivered according to the specifications and detailed terms and conditions of the Order.
2. The Supplier is responsible for proper packaging of the Goods delivered in a manner that ensures protection of Goods during transportation and unloading.
3. Deliveries of the goods to given warehouses shall take place on business days from 7:00 a.m. to 2:00 p.m.
4. The Customer shall carry out quantitative inspection of the delivered goods and checks its condition after transportation within 3 business days from Goods delivery to the warehouse by the Supplier.
5. In case the Customer reveals any inconsistency of the delivered Goods with the Order in terms of quantity or in case the delivered goods are damaged, the Customer shall inform the Supplier of this fact by e-mail or fax. Subsequently, within 5 business days as of reporting the non-compliance and on the Supplier's own expense, the Supplier is obliged to deliver the missing parts of the delivery or replace the faulty Goods with new, free from defects ones.
6. The Order is deemed completed upon delivery of the ordered Goods complying with the Order to the Customer along with every and each document required by the Customer.
7. The Title to the Goods passes on to the Customer upon complete delivery is accomplished.

Art. 7 Guarantee and liability for non-compliance of the delivered goods

1. The Supplier grants a quality guarantee for the delivered Goods for a minimum period of 24 months from the date of delivery of the goods to the Customer's premises. The Supplier guarantees that all properties of the Goods comply with the Order and that within the guarantee period the Goods shall be free from any defects, which would make their proper and faultless operation and usage impossible.
2. The Seller shall be fully liable for the effects and consequences of the Goods faults that were revealed during the guarantee period or occurred within the same term due to improper quality of the delivered Goods.
3. At the time of delivery of the Goods the Supplier shall provide a guarantee document in Polish or English.
4. The Supplier is obliged to inform the Customer in writing about all faults of the delivered Goods or about any planned modification of the part being delivered as well as of any planned amendment of the production process.
5. The Supplier is obliged to immediately notify the Customer in writing about each and every non-compliance in the ordered part or each change of the delivery date.
6. In case the Goods defect is identified during the guarantee period the Customer shall notify the Supplier on the same in writing, by e-mail or fax.
7. In response to the fault notification the Supplier shall remove the fault of the Goods within 5 days from being notified on the same.

8. In case the same Goods are identified as faulty three times within the guarantee period, the Supplier is obliged to replace the Goods with a free from defects ones.
9. Any obligations of the Supplier under the guarantee shall be performed at the place indicated by the Customer.
10. The Supplier is obliged to provide a report pertaining to the reported fault in the Goods to the Customer each time. The report shall include the type of the reported fault, the actions undertaken by the Supplier in order to remedy the fault as well as the fault underlying causes. The report shall be delivered by the Supplier within 3 days from the fault removal and at all times not later than within 10 days from reporting the fault defect in the Goods. The report shall be provided in writing, by e-mail or fax.
11. The guarantee period shall be extended by the time from reporting the Goods faults to its removal. In case of replacing the faulty Goods with new ones, the guarantee period shall start anew.
12. Failure to fulfill the obligations by the Supplier arising out of the granted guarantee entitles the Customer to remove the fault on his own or through third parties at the Supplier's cost, whereas such action shall not result in any forfeiture of Customer's entitlements resulting from the guarantee.
13. If the defect of the same type occurs in at least 20% of the Goods delivered during the guarantee period, the defect shall be deemed a large-scale fault.
14. In case of a large-scale fault the Supplier is obliged to remove it in all delivered goods, regardless of the fact whether the fault has already occurred in all delivered goods. Removal of the large-scale fault consists in replacing the Goods or their constituents with new ones of modified design, parameters or technology. Alternatively, the Goods or its constituents may be replaced with new ones from another manufacturer.
15. The deadline to remove the large-scale fault is 14 days from the day of its occurrence.
16. In case of a large-scale fault the guarantee period shall start anew following the defect removal by the Supplier.

Art. 8 Liquidated damages

1. In case of an inadequate performance of the delivery, which shall be understood as an incomplete delivery compared to the Order, i.e. a delivery comprising quantitative and qualitative deficiencies of Goods also in respect of their labeling, packaging or in terms of required documentation, the Supplier shall pay liquidated damages for the benefit of the Customer amounting to:
 - 1) 1% of the Order value for each day of the delay but not less than PLN 100.00 for each day of the delay in relation to the date of delivery specified in the Order;
 - 2) 1% of the Goods value for each day of the delay in removing the reported fault but not less than PLN 100.00 for each day of the delay;
 - 3) 1% of the Goods value for each day of the delay in removing the large-scale fault but not less than PLN 200.00 for each day of the delay;
2. In case of withdrawal from the contract by the Customer due to the reasons attributable to the Supplier, he shall pay liquidated damages to the Customer amounting to 15% of the Order value.

3. For each case of breaching the obligation of confidentiality by the Supplier he shall pay the Customer liquidated damages amounting to PLN 100,000.00 for each and every breach of this type.
4. Seller's payment of liquidated damages stipulated in sec. 1-3 above does not release the Supplier from the obligation of fulfilling the concluded contract.
5. The Customer is entitled to claim damages exceeding the reserved liquidated damages from the Supplier if the damage incurred by the Customer is not fully covered by the same.

Art. 9 Confidentiality

Each and every piece of information resulting from these GPC as well as information obtained by the Supplier in connection with Order performance and, particularly, every organizational, trading and technical information concerning the Customer shall be deemed by the Parties as confidential and as such shall not be disclosed to any third parties. This obligation excludes the case where the obligation to provide information results from mandatory provisions of law or the Customer previously consented to such disclosure in writing.

Art. 10 Final provisions

1. These General Purchase Conditions constitute an integral part of each Order placed with the Supplier by the Customer. In case of any inconsistencies or discrepancies, the order shall be prevailing.
2. Any transfer of the rights and obligations of the Supplier that result from the placed Order requires written consent of the Customer, otherwise remains invalid.
3. The Supplier shall not place any logo or emblems in any visible spots on the Goods without written consent of the Customer.
4. In case of any inconsistencies between the general delivery conditions of the Supplier and these General Purchase Conditions (GPC), the General Purchase Conditions (GPC) of the Customer shall be prevailing.
5. Polish legal regulations shall be applied for matters not covered by these General Purchase Conditions (GPC).
6. Each dispute connected with or related to the Order shall be resolved by Court of Law having jurisdiction for the Customer's domicile.

PIXEL Sp. z o.o.
Prezes Zarządu
Stawomir Jankowski