



BROMEX

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## General conditions for the purchase of goods

Companies Bromex Sp. z.o.o.

with registered office in Wola Wiązowa 83, 97-438 Rusiec NIP 769 222 51 20

dated 05.05.2022

### § 1

#### GENERAL PROVISIONS

1. The General Terms and Conditions of Purchase (hereinafter referred to as GTC) define the general principles under which all purchase agreements for goods acquired by Bromex Sp. z o.o. (hereinafter referred to as Bromex) are concluded.

2. The GTC has precedence over the provisions of the general terms and conditions applied in the Supplier's offer (agreements).

3. The GTC is an integral part of all agreements concluded with Bromex.

4. Glossary of terms. The terms used in these GTC shall mean:

**Buyer** - Bromex Sp. z.o.o (also referred to as Bromex).

**Seller/Supplier** - the entity that is a party to the sales agreement and provides goods and/or services to Bromex.

**Parties** - Buyer and Supplier/Seller

**Intellectual property** - means intellectual property rights as defined by law (in particular: registered designs, copyrights, patents).

**Order** - The purchase agreement between the Seller and the Buyer.

**Goods** - products and services produced and provided to Bromex upon request and in accordance with the Seller's type, quality, and quantity specifications.

**Price** - the value of the goods being delivered.

**Goods delivery receipt** - for domestic deliveries, a WZ document; for import/export deliveries, a CMR document.



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5. The Seller is obliged to deliver and transfer ownership of the goods to the Buyer in accordance with the Order and these General Terms and Conditions of Purchase.
6. Delivery by the Seller of the subject of sale with parameters different from those specified in the Order may only occur after obtaining prior written consent from the Buyer.
7. It is the Supplier's responsibility to familiarise himself with the GTC. The Supplier's failure to familiarise themselves with their content does not exempt them from the obligation to comply with its provisions.
8. The current content of the GTC is always published on Bromex's official website.

### **CONCLUSION OF THE AGREEMENT – ORDER**

1. The condition for the delivery of goods is the conclusion of a delivery agreement between the Seller and the Buyer, along with the simultaneous establishment of the commercial terms applicable during its execution. The conclusion of the delivery agreement occurs under the conditions described below.
2. Orders placed by the Buyer should be made via email. Orders should include the designation of the goods, quantity, deadline, and proposed price, as well as any other conditions required by the Buyer. Failure to comply with the form specified above shall result in an invalid Order.
3. Offers made by telephone do not constitute an agreement.
4. The agreement is concluded solely on the terms indicated in points 1 - 3 above.
5. If the Seller introduces any changes or modifications to the Order, the agreement between the parties shall only be concluded on the day the Buyer confirms acceptance of the Order (while maintaining the aforementioned form), under penalty of nullity.
6. If the Seller places an Order without having previously submitted a purchase offer, the agreement is concluded on the day the Buyer confirms acceptance of the Order (in the manner described above). The Seller confirms acceptance of the Order within 3 business days from the date of receipt.
7. The parties exclude all possibilities of implied (tacit) agreement as provided by law.



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8. Orders placed by the Buyer are in every case treated as Orders placed by a person authorised to make declarations of intent on behalf of the Buyer.

9. The Seller is required to provide the following information on the Order:

Order reference number,

preferred delivery date,

the name of the goods ordered,

quantities ordered,

the proposed net price of the goods.

Delivery schedule

10. The Seller's cancellation of an Order confirmed by the Buyer requires the Buyer's written consent.

### § 3

#### **TERMS OF PAYMENT**

1. All prices for Orders are fixed and not subject to change. They include all taxes (excluding VAT), margins, insurance, and any other costs incurred by the Seller during the execution of the Order until the delivery of the Goods to the final delivery location specified by the Buyer, as well as all materials for packaging, protection, reinforcement, and fastening, and all necessary documents, accessories, tools, and/or appropriate instruments, as well as any fees for the use of intellectual property rights, including third-party rights.

2. Properly issued invoices shall be payable according to the payment term specified in the Order, counting the payment period from the date of issuance of the invoice. The Buyer has the right to withhold payment if the Goods delivered by the Seller do not meet the requirements of the Order. In this case, the Seller waives any claims for interest (even on part of the price), contractual penalties, or other forms of compensation.

3. Payment of the invoice does not constitute acceptance of all Goods ordered or delivered. Acceptance of the Goods by the Buyer, in Order to be binding, must be explicit and public and is merely an acknowledgement by the Buyer that the Delivery has been made.



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#### § 4

### PACKAGING AND LABELLING OF GOODS

1. The Seller is obliged to deliver the goods in packaging corresponding to the characteristics of the goods and using means of transport guaranteeing their proper carriage, proper maintenance, and protection, allowing the goods to be preserved in an undamaged condition.
2. The Seller is obliged to mark the goods correctly in accordance with the applicable standards or the terms of the Order.

#### § 5

### QUALITY

1. Before submitting any offer or inquiry, in Order to ensure the proper execution of Orders, the Seller shall provide all quality documents and any necessary quality tests and examinations.
2. Any requirements specified in the Buyer's quality systems shall be deemed to be terms of the Order as such.
3. The ordered product is, in particular, compliant with the requirements of EU Regulation 396/2005 (as amended, regarding the maximum residue levels of pesticides in food) and EU Regulation 1881/2006 (as amended).
4. The Buyer or their representative shall have the right to conduct quality inspections and verify the quality system of the Seller or subcontractor.
5. In the event of rejection of all or part of the delivery, the rejected Goods shall be stored and returned by the Buyer at the Seller's risk and expense, and storage costs shall be charged.
6. The Sellers accept all responsibility for any negative consequences of their actions or inactions regarding quality, safety, and the environment, both towards the Buyer and any third parties, acknowledging their full responsibility in the event the Buyer exercises the right to cancel the Order.



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## **§ 6**

### **DELIVERY TERMS AND CONDITIONS**

1. The Seller shall deliver the goods in the quantity specified in the Order, made in accordance with the contents of the Order, the applicable standards and regulations, and the technical conditions referred to in the Order by the Buyer.
2. The Buyer reserves the right to participate in quality and quantity inspections and to review the Seller's technical and production documentation.
3. Unless otherwise agreed, all Goods shall be purchased under Incoterms DDP (according to the latest edition of the International Chamber of Commerce) and unloaded at the final delivery location specified by the Buyer.

## **§ 7**

### **DELIVERY AND TRANSPORT**

1. The Seller shall inspect the Goods for compliance with the requirements of the Order, quality, weight and physical dimensions, as well as for damage to the Goods or their packaging.
2. The goods shall be packed in such a way that they are not damaged during transport and handling. If the Buyer requires lifting equipment or personnel from the Seller at the delivery location, the Buyer has the right to request assistance from the Seller, and all risks/costs shall be borne by the Seller.
3. Materials and packaging methods shall be selected by the Buyer to minimise the cost of use and to meet the following requirements: protection, storage, recyclability, energy saving and degradation.
4. Sellers shall arrange transport of the Goods to the place of Delivery in such a way as to avoid damage to the Goods and difficulties in unloading them at the Buyer's place of delivery.
5. The delivery dates agreed in the Order shall be final. If the Order is not fulfilled within the specified time, the Buyer shall be entitled to cancel the Order and claim damages from the Seller, or to accept delivery and deduct contractual compensation from the amount due to the Seller. In the event of delayed delivery, the Buyer shall be entitled to liquidated damages in the amount of 1% of the Order value for each full week of delay, up to a maximum of 10%.



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The Buyer shall notify of their decision regarding the deduction of contractual penalties no later than the day of payment of the first invoice following the delay. Such contractual penalties shall not prejudice the Buyer's rights to make claims for compensation related to other aspects of the Seller's performance.

6. Unless otherwise agreed, ownership of the Goods shall pass unconditionally to the Buyer upon Delivery.

### **§ 8**

#### **TECHNICAL DOCUMENTATION - OPERATING AND MAINTENANCE MANUALS**

The Sellers shall provide the Buyer with documentation related to the Goods, such as a quality certificate, quality test report, conformity certificates, product specification, and any other necessary documentation, by the agreed deadlines but no later than at the time of delivery of the Goods.

### **§ 9**

#### **RESPONSIBILITY**

1. The Seller shall be liable for any non-conformity of the goods with the agreement, even if it becomes apparent after the goods have been delivered to the Buyer.
2. The Buyer shall be entitled to submit a written complaint regarding the non-compliance of the goods with the agreement as soon as possible after discovering the issue, but no later than 60 days from the date of detecting the non-compliance of the goods.
3. The submission of a complaint entitles the Buyer to withhold payment for the ordered goods.
4. In the event of non-compliance of the goods with the agreement regarding their quantity, the Buyer may, at their discretion, request delivery of the missing goods or withdraw from the agreement within 30 days from the date of detecting the non-compliance of the goods. In the case of a request for delivery of the missing goods, the Seller is obligated to deliver the goods promptly, but no later than 3 days from the date of the Buyer's request. Failure by the Seller to meet this deadline entitles the Buyer to withdraw from the agreement within 30 days from the expiration of the period in which the Seller was required to deliver the goods in accordance with the agreement.



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5. In the case of non-compliance of the goods with the agreement other than as specified in point 9.4, the Buyer may, at their discretion, request either replacement of the complained goods with goods in accordance with the agreement, repair of the non-compliant goods, or withdraw from the agreement within 30 days from the date of detecting the non-compliance of the goods. In the case of a request for replacement of the goods with those in accordance with the agreement or for repair of the goods, the Seller is obligated to fulfill this duty promptly, but no later than 14 days from the date of the Buyer's request. Failure by the Seller to meet this deadline entitles the Buyer to withdraw from the agreement within 30 days from the expiration of the period in which the Seller was required to replace or repair the complained goods.

6. If the analysis of the cause of the complaint requires additional steps, for example: consultation with suppliers of components or services, tests, analyses, etc., the time for completion of the complaint procedure may be extended.

7. The Seller must consider the complaint within 14 working days of receiving the complaint document and send a reply to the Buyer within this period.

8. The goods shall not be taken back without the prior written consent of the Buyer. Storage costs shall be covered by the Seller.

9. If the complaint is not confirmed, the costs of the complaint shall be covered by the Buyer.

10. In the event of a delay by the Seller in fulfilling the obligations related to the reported complaint, to ensure the continuity of the Buyer's production or that of the entity for which the Buyer placed the Order (hereinafter referred to as the Recipient), the Buyer reserves the right to make a substitute purchase from another Seller for the complained batch of goods, charging the Seller with the costs incurred in connection with these actions.

11. In the case of a delay by the Seller in delivering the goods or remedying the non-compliance of the goods with the agreement, the Buyer is entitled to a contractual penalty of 1% of the price specified in the Order for each day of delay. The Buyer is entitled to seek compensation exceeding the amount of the stipulated penalty, particularly as specified in point 7.

## **§ 10 LIABILITY FOR DAMAGES**

Regardless of the rights specified in point 7, the Buyer has a claim for compensation for damages resulting from the Seller's failure to perform or improper performance of their obligations.



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The compensation owed by the Seller also includes any penalties and damages that the Buyer is required to pay to the Recipient due to the Buyer's failure to perform or improper performance of obligations for reasons attributable to the Seller.

## **§ 11 TERMINATION**

1. The Buyer shall always be entitled, even if the Seller is not in breach of any obligations, to suspend the Order for a period determined by the Buyer or to cancel the Order in whole or in part, with three days' prior notice to the Seller. The Seller shall not be entitled to compensation for incidental or consequential damage, or loss of profit.
2. The Buyer shall be entitled to cancel the Order with immediate effect without further obligation or liability if he has sufficient reason to believe that the Seller shall not be able to fulfil his obligations properly.

## **§ 12 CONFIDENTIALITY CLAUSE**

1. The Seller agrees to keep confidential all information received or obtained from the Buyer, whether oral, written, or in material form, and recorded on any information carrier, including both originals and copies, faxes, notes, invoices, and other documents, related to the Buyer's activities, including, in particular, their contractors, unless such disclosure occurs with the prior, explicit, and written consent of the Buyer, referred to in this clause as Confidential Information.
2. The obligation set out above applies to all Confidential Information, regardless of whether the Seller has received it directly from the Buyer or through third parties acting on behalf of the Buyer.
3. The obligation to keep Confidential Information confidential includes, in particular, the prohibition of disclosing it to third parties in whole or in part without the prior, explicit, and written consent of the Buyer, subject to the exceptions outlined below.
4. The Seller undertakes to use Confidential Information only for the purpose connected with the performance of the subject matter of this agreement.
5. The obligation to keep Confidential Information confidential does not apply when the obligation to disclose it to third parties arises from applicable laws and those parties request its disclosure from the Seller.



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The Seller is obliged to inform the Purchaser immediately of the above request, unless the provision of such information is prohibited by applicable law or the decision of the authority requesting the information. The above notification by the Seller should be made, if possible, before providing the Information to the person entitled to request its disclosure.

6. The obligation to keep Confidential Information confidential is not limited in time, unless the information in question has lost its confidential nature due to its previous public disclosure by the Buyer.

7. The Seller undertakes to store all Confidential Information expressed in material form and provided to it by the Buyer, or which has come into its possession through third parties acting on behalf of the Seller, in such a way that it cannot be accessed by unauthorised persons.

8. The Seller shall be fully liable for any breach of its obligations under these provisions and agrees to make good in full any damage suffered by the Buyer as a result of the non-performance or improper performance of the provisions of this clause.

### **§ 13 SETTLEMENT OF DISPUTES**

The parties declare their intention to amicably resolve disputes arising from the performance of this agreement, and in the event of failure to reach an agreement, the dispute shall be submitted to the jurisdiction of a common court competent for the Buyer's registered office.

### **§ 14 TRANSFER OF CLAIMS**

The Seller may not, without the prior written consent of the Buyer, transfer to a third party all or part of the Seller's claims against the Buyer.

### **§ 15 INSURANCE**

The Seller shall purchase and maintain valid insurance policies necessary to cover their civil liability in accordance with these General Terms and Conditions of Purchase. The Seller gives unconditional and irrevocable consent to provide the Buyer with proof of insurance in accordance with any of the Buyer's requirements regarding the scope of insurance and agrees to comply with these requirements, including obligations to third parties as well as obligations to the Buyer.



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**§ 16**  
**FINAL PROVISIONS**

1. Any changes to these General Terms and Conditions of Purchase must be made in writing, under pain of nullity.
2. On behalf of the Seller, I confirm the acceptance of the Order for execution in accordance with the conditions specified above.
3. In the event that the Recipient applies the General Terms and Conditions of Purchase to a supply agreement, these GTC shall take precedence.
4. In matters not regulated, the provisions of the Civil Code and other applicable regulations shall apply.



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