



BROMEX

WORLD OF PERFECT INGREDIENTS

General Terms and Conditions of Purchase of Goods

of the Enterprise under the business name Bromex Sp. z o.o. (Ltd.)
with its registered office in Wola Wiązowa 83, 97-438 Rusiec, Tax Identification Number
(NIP): 769 222 51 20
of 05/05/2022

§ 1

GENERAL PROVISIONS

1. The General Terms and Conditions of Purchase (hereinafter referred to as the GTCs) set forth the general terms and conditions for all contracts governing the conclusion of all contracts for the purchase of goods acquired by Bromex Sp. z o.o. (hereinafter referred to as Bromex).
2. The GTCs take precedence over the provisions of the general terms and conditions of the contracts applied in the offer (contracts) of the Supplier.
3. The GTCs are an integral part of all contracts concluded with the participation of Bromex.
4. Glossary of terms. The terms used in these GTCs have the following meanings:

Purchaser – Bromex Sp. z o.o. (also referred to as Bromex).

Seller/Supplier – an entity that is a party to a contract for the sale, which delivers goods and/or provides services to Bromex.

Parties – the Purchaser and the Supplier/Seller.

Intellectual property – means intellectual property rights as defined by the provisions of the law (in particular: registered designs, copyrights, patents).

Order – a purchase contract between the Seller and the Purchaser.

Goods – products and services manufactured by and provided for Bromex on commission and according to the specification of type, quality, and quantity of the Seller.

Price – a value of the goods that are the subject of the delivery.



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Proof of delivery – in case of domestic deliveries, the GRN document; in case of import/export deliveries, the CMR document.

5. The Seller is obliged to deliver the goods and transfer ownership of them to the Purchaser according to the order and these General Terms and Conditions of Purchase.

6. The Seller may only deliver the goods with specifications other than those set out in the order upon obtaining the prior written consent of the Purchaser.

7. It is the obligation of the Supplier to familiarise themselves with the GTCs. A failure by the Supplier to familiarise themselves with their content does not exempt the Supplier from the obligation to comply with their provisions.

8. The up-to-date version of the GTCs is always published on the official website of the Bromex enterprise.

§ 2

CONCLUSION OF THE CONTRACT - ORDERS

1. The prerequisite for the delivery of goods is the conclusion of a delivery contract between the Seller and the Purchaser, together with the simultaneous establishment of the commercial terms applicable during its performance. The delivery contract is concluded under the terms set out below.

2. Orders submitted by the Purchaser must be made by electronic mail. Orders must include the designation of the goods, the quantity, the deadline and the proposed price, as well as any other terms required by the Purchaser. A failure to comply with the manner specified in the above provisions does not result in placing a valid order.

3. Offers submitted by telephone do not constitute a contract.

4. The contract is concluded exclusively on the terms set out in clauses 1 - 3 above.

5. Should the Supplier make any changes or amendments to the order, the contract between the parties shall only be concluded on the date on which the Purchaser confirms its acceptance of the order (in the manner specified above), otherwise it shall be null and void.



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6. In case where the Seller places an order not preceded by a purchase offer from the Seller, the contract is concluded on the date the Purchaser confirms the acceptance of the order (in the manner specified above). The Seller shall make the confirmation of order acceptance within 3 (three) business days of receiving it.

7. The parties exclude any possibility provided for by law of an implied (tacit) conclusion of a contract.

8. Orders placed by the Purchaser are, in each case, treated as orders placed by a person authorised to make declarations of will on behalf of the Purchaser.

9. The Seller is obliged to specify the following details in the order:

- the order reference number,
- the preferred delivery date,
- the detailed delivery address,
- the name of the goods ordered,
- the quantities ordered,
- the proposed net price of the goods,
- the delivery schedule.

10. Cancellation by the Seller of an order confirmed by the Purchaser requires the prior written consent of the Purchaser.

§ 3

TERMS OF PAYMENT

1. All prices for the Orders are fixed and non-negotiable. They include all taxes (except VAT), mark-ups, insurance and any other costs incurred by the Sellers whilst fulfilling the order up to the stage of delivery of the Goods to the final delivery address specified by the Purchaser, as well as all packaging materials, protection, reinforcement and securing, as well as all necessary documents, accessories, tools and/or relevant equipment, and any fees for the use of intellectual property rights, including the rights of third parties.



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2. Correctly issued invoices shall be payable according to the deadline specified in the order, with the payment period commencing on the date the invoice is issued. The Purchaser 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 penalty or any other form of compensation.

3. Payment of an invoice does not constitute the acceptance of all Goods ordered or delivered. Acceptance of the Goods by the Purchaser, in order to be binding, must be explicit and unambiguous, and constitutes merely the confirmation by the Purchaser that the Delivery has been completed.

§ 4

PACKAGING AND LABELLING OF GOODS

1. The Seller is obliged to deliver the goods in packaging appropriate to their nature and using means of transport that guarantee their proper carriage, adequate care and protection, thereby ensuring that the goods remain in an unaltered condition.

2. The Seller is obliged to label the goods correctly, in compliance with the applicable standards or the terms of the order.

§ 5

QUALITY

1. Before submitting any offer or request for quotation, and for the purpose of the proper fulfilment of the Orders, the Seller shall submit all quality documents and conduct all necessary quality inspections and tests.

2. Any requirements set out in the quality systems of the Purchaser shall be deemed to form part of the terms of the Order itself.

3. The product ordered complies, in particular, with the requirements of Regulation (EC) No. 396/2005 (as amended with regard to maximum residue levels of pesticides in food) and Regulation (EC) No. 1881/2006, as amended.

4. The Purchaser or its representative shall have the right to conduct quality inspections and verify the quality system of the Seller or a subcontractor.



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5. In case of rejection of all or part of the delivery, the rejected Goods shall be stored and returned by the Purchaser at the risk and expense of the Seller, and storage costs shall be charged.

6. The Sellers accept full liability for any adverse consequences arising from their actions or omissions in relation to quality, safety and the environment protection, and shall do so in respect of both the Purchaser and any third parties, acknowledging their full liability should the Purchaser exercise their right to cancel the Order.

§ 6

TERMS OF DELIVERY

1. The Seller is obliged to deliver the goods in the quantity specified in the order, manufactured according to the terms of the order, applicable standards and regulations, and the technical specifications referred to in the order by the Purchaser.

2. The Purchaser reserves the right to participate in quality and quantity inspections and to inspect the technical and production documentation of the Seller.

3. Unless otherwise agreed, all Goods shall be purchased under the terms of Incoterms DDP – (as set out in the latest edition published by the International Chamber of Commerce) and unloaded at the final place of delivery specified by the Purchaser.

§ 7

DELIVERY AND TRANSPORT

1. The Seller inspects the Goods in terms of their compliance with the requirements of the Order, their quality, weight and physical dimensions, as well as for any damage to the Goods or their packaging.

2. The Goods shall be packed in such a way as to prevent them from being damaged during transport and handling. If, at the place of delivery, the Purchaser requires the assistance of lifting equipment or employees of the Seller, the Purchaser is entitled to call upon the Seller for assistance, and all risks and costs shall be borne by the Seller.



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3. The Purchaser shall select the packaging materials and methods in such a way as to minimise the cost of use and meet the following requirements: protection, storage, recyclability, energy efficiency and biodegradability.

4. The Sellers shall arrange for the transport of the Goods to the place of delivery in such a manner as to avoid damage to the Goods and difficulties in unloading them at the place of delivery specified by the Purchaser.

5. The delivery dates specified in the Order shall be final. If the Order is not fulfilled within the specified time, the Purchaser shall be entitled to cancel the Order and claim damages from the Seller, or to accept the delivery and deduct the liquidated damages from the amount due to the Seller. In case of a delay in delivery, the Purchaser shall be entitled to liquidated damages amounting to 1 per cent of the order value for each full week of delay, up to a maximum of 10 per cent. The Purchaser shall notify the Seller of its decision regarding the deduction of liquidated damages no later than on the date of payment of the first invoice following the delay. Such liquidated damages shall not prejudice the rights held by the Purchaser to make a claim for damages in relation to other aspects of the actions of the Seller.

6. Unless otherwise agreed, the ownership right to the Goods is unconditionally transferred to the Purchaser at the time of Delivery.

§ 8

TECHNICAL DOCUMENTATION – OPERATING AND MAINTENANCE MANUALS

The Sellers shall provide the Purchaser, within the agreed time limits but no later than upon delivery of the Goods, with documentation relating to the Goods, such as a quality certificate, quality attestation, certificates of conformity, product specifications and any other necessary documentation.

§ 9

LIABILITY

1. The Seller is liable for any lack of conformity of the goods with the contract, even if this becomes apparent after the goods have been delivered to the Purchaser.

2. The Purchaser is entitled to lodge a complaint regarding the non-conformity of the goods with the contract in writing as soon as possible after discovering it, but no later than 60 (sixty) days from the date on which the non-conformity of the goods was discovered.



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3. Lodging a complaint entitles the Purchaser to withhold payment for the goods ordered.
4. In case where the goods are not in conformity with the contract in terms of quantity, the Purchaser may, at their discretion, demand delivery of the missing goods or withdraw from the contract within 30 (thirty) days of discovering the non-conformity. If a request is made for the delivery of the missing goods, the Seller is obliged to deliver the goods without delay, but no later than within 3 (three) days of the request being made by the Purchaser. A failure by the Seller to meet this deadline entitles the Purchaser to withdraw from the contract within 30 (thirty) days of the expiry of the deadline by which the Seller was obliged to deliver goods that are in conformity with the contract.
5. In case of a non-conformity of the goods with the contract other than that specified in clause 9.4, the Purchaser may, at their discretion, demand that the goods subject to the complaint be replaced with goods in conformity with the contract, that the non-conforming goods be repaired, or may withdraw from the contract within 30 (thirty) days of the date on which the non-conformity was discovered. Where a request is made for the goods to be replaced with goods in conformity with the contract or for the goods to be repaired, the Seller is obliged to fulfil this obligation without delay, but no later than within 14 (fourteen) days of the request being made by the Purchaser. A failure by the Seller to meet this deadline entitles the Purchaser to withdraw from the contract within 30 (thirty) days of the expiry of the deadline by which the Seller was obliged to replace the goods that are the subject of the complaint with goods in conformity with the contract or to repair them.
6. If the analysis of the cause of a complaint requires additional measures, such as consultation with suppliers of components or services, or the carrying out of tests, analyses, etc., the time taken to complete the complaints procedure may be extended.
7. The Supplier should consider the complaint within 14 (fourteen) business days of receiving the complaint document and send a response to the Purchaser within that deadline.
8. The Goods may not be collected without the prior written consent of the Purchaser. Storage costs shall be borne by the Seller.
9. If the complaint is not upheld, the costs of the complaint shall be borne by the Purchaser.



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10. In case of a delay on the part of the Seller in fulfilling its obligations to the Purchaser arising from a complaint that has been lodged, in order to secure the continuity of production for the Purchaser or the entity on whose behalf the Purchaser has placed the order, hereinafter referred to as the Recipient, the Purchaser reserves the right to make a replacement purchase of the batch of goods subject to the complaint from another seller, and to charge the Seller for the costs incurred in connection with these actions.

11. In case of a delay on the part of the Seller in delivering the goods or in rectifying any non-conformity of the goods with the contract, the Purchaser shall be entitled to a contractual penalty amounting to 1 per cent of the price specified in the order for each day of delay. The Purchaser is entitled to claim damages in excess of the amount of the contractual penalty, in particular as specified in clause 7.

§ 10

LIABILITY FOR DAMAGES

Notwithstanding the rights set out in clause 7, the Purchaser shall be entitled to claim damages for the non-performance or improper performance by the Seller of its obligations. The damages due from the Seller shall also include any penalties and damages which the Purchaser is obliged to pay to the Recipient as a result of the non-performance or improper performance of the obligation by the Purchaser for reasons attributable to the Seller.

§ 11

TERMINATION

1. The Purchaser shall always be entitled, even if the Seller is not in breach of any of its obligations, to suspend the Order for a period determined by the Purchaser, or to cancel the Order in whole or in part, subject to three days' prior notice to the Seller. The Seller shall not be entitled to damages for incidental or consequential losses or loss of profits.

2. The Purchaser is entitled to cancel the Order with immediate effect, without any further obligations or liability, if they have sufficient grounds to believe that the Seller shall not be able to fulfil their obligations properly.



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§ 12

CONFIDENTIALITY CLAUSE

1. The Seller undertakes to keep secret all information received or obtained from the Purchaser, whether in oral, written or physical form, and recorded on any data medium, including both originals and copies, faxes, notes, receipts, invoices and other documents, relating to the activities of the Purchaser, including in particular their counterparties, unless such disclosure is made with the prior, express and written consent of the Purchaser, hereinafter referred to in this clause as the Confidential Information.
2. The obligation set out above applies to all Confidential Information, regardless of whether the Seller has received it directly from the Purchaser or through third parties acting on behalf of the Purchaser.
3. The obligation to keep Confidential Information secret includes, in particular, a prohibition on disclosing it to third parties, either in whole or in part, without the prior, express and written consent of the Purchaser, subject to the reservations set out below.
4. The Seller undertakes to use the Confidential Information exclusively for purposes related to the performance of this contract.
5. The obligation to keep Confidential Information secret does not apply in situations where the obligation to disclose it to third parties arises from applicable legal provisions and where such third parties request the Seller to provide it. The Seller is obliged to inform the Purchaser immediately upon receipt of such a request, unless the disclosure of such information is prohibited under applicable law or by a decision of the authority requesting access to the Information. The aforementioned notification by the Seller should, where possible, be made prior to the disclosure of the Information to the person authorised to request its disclosure.
6. The obligation to keep the Confidential Information secret is not limited in time, unless the information in question has ceased to be confidential as a result of its prior disclosure to the public by the Purchaser.
7. The Seller undertakes to store all Confidential Information in tangible form that has been provided to it by the Purchaser, or which has come into its possession through third parties acting on behalf of the Seller, in such a way as to prevent unauthorised persons from gaining access to it.



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8. The Seller shall bear full liability for any breach of the obligations arising from these provisions and undertakes to compensate the Purchaser in full for any loss or damage suffered as a result of the non-performance or improper performance of the provisions of this clause.

§ 13

RESOLUTION OF DISPUTES

The Parties declare their will to settle any disputes arising from the performance of this contract amicably; should no agreement be reached, the dispute shall be referred for resolution to the common court with jurisdiction over the registered office of the Purchaser.

§ 14

ASSIGNMENT OF CLAIMS

The Seller may not, without the prior written consent of the Purchaser, assign to a third party in whole or in part any claims it has against the Purchaser.

§ 15

INSURANCE

The Sellers shall take out and maintain in force the insurance policies necessary to cover their civil liability in accordance with these GTCs. The Sellers unconditionally and irrevocably agree to provide the Purchaser with proof of insurance according to any requirements the Purchaser may have regarding the scope of the insurance cover, and undertake to comply with such requirements, including obligations towards third parties as well as obligations towards the Purchaser.

§ 16

FINAL PROVISIONS

1. Any amendments to these General Terms and Conditions of Purchase shall be null and void, unless made in writing.
2. On behalf of the Seller, I hereby confirm the acceptance of the order for fulfilment according to the terms and conditions set out above.
3. In case where the Recipient applies the General Terms and Conditions of Purchase to the delivery contract, these GTCs shall take precedence.



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4. In matters not governed hereby, the provisions of the Civil Code and other relevant provisions shall apply.



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