

General Terms and Conditions of Orders

1. Scope of application

1.1. These General Terms and Conditions of Orders (hereinafter referred to as the Terms and Conditions) apply to Orders placed with the supplier (hereinafter referred to as the Supplier) and concerning the purchase of goods, in which MEDICOS is the purchaser acting in respect of its own needs or the needs of its Client.

1.2. The Terms and Conditions shall apply to all Suppliers of goods. Any agreements or obligations other than the ones specified in the Terms and Conditions, agreed upon between the Supplier and MEDICOS prior to Order issue date, and not confirmed by the contents of the Order, shall be deemed null and void. The terms referred to in the Order which specify the rules of order execution may not be treated as generally applicable.

1.3. In the event when the scope of Order is extended, the Supplier shall deliver additional or replacement goods on the terms applicable to the fulfillment of this specific Order (in particular with reference to unit prices, rebates, payment deadlines).

1.4. For their validity, any agreements and documents related to the Order shall be made in writing and shall include an order number assigned by MEDICOS. In particular, Order Number shall be specified on notices of delivery, invoices, dispatch notes, receipt protocols and all other transaction documents.

2. Order and Conclusion of Contract

2.1. Conclusion of the Contract with the Supplier is subject to placing a written order by MEDICOS. The Order may also be placed by email. Any objections, additional conditions or changes specified in order acceptance by the Supplier shall be deemed ineffective unless they are accepted by MEDICOS and confirmed in writing or by email.

2.2. If the Supplier does not inform MEDICOS about Order rejection within 3 days as of Order receipt, orders shall be deemed accepted (the so called Tacit Acceptance). By accepting the order the Supplier confirms the object of the order meets the requirements of the REACH regulation.

3. Subcontracting

3.1. If the Supplier intends to subcontract the fulfillment of an Order in whole or in part to third parties, such subcontracting shall require prior written consent of MEDICOS. The consent of MEDICOS may also be expressed via email. The aforementioned condition shall apply accordingly in the event of changing the subcontractor during Order implementation and further subcontracting.

3.2. The Supplier shall be fully liable for any actions (or failures to perform actions) of the first and subsequent subcontractors as for his own.

4. Implementation of delivery

4.1. Delivery date shall mean the date at which Goods are delivered to MEDICOS or to a carrier designated by MEDICOS to the address indicated in the order and after confirming the fact of delivery in writing.

4.2. Goods shall be received exclusively with freight documents which will enable delivery identification, the verification of quantities (shipping specification of weight, size and contents of packages) and information on goods' safety.

4.3. In the case of imported goods, the Supplier shall be liable for the release of goods for trading in Polish customs territory, in accordance with applicable provisions of the law. If documents specifying shipment destination are required, the Supplier shall provide for such documents and deliver them to MEDICOS at Supplier's own cost. The Supplier shall fulfill any and all requirements of the provisions of the European Union law, in particular with reference to INTRASTAT, VAT and excise duty.

4.4. The Supplier shall pack the goods in the manner ensuring their safe transport, loading, unloading and storing throughout the period of their fitness for use.

4.5. Packages shall be marked with clear symbols, determining the handling manner of the shipment according to transporting and forwarding standards and the applicable legislation. Each component inside the package shall be marked in such a way as to ensure its full identification.

4.6. Whenever goods are supplied in bulk (in tanks, cisterns, silos), the permissible maximum quantitative natural wastage, resulting from unloading, shall be the maximum of 0,5% for bulk products and the maximum of 1% for liquids.

4.7. The delivery shall be deemed made when MEDICOS accepts the goods and the set of documents referred to in the Order and the Terms and

Conditions (e.g. invoices, quality control certificates, material certificates, documents as specified in Section 4.3. in the case of deliveries from abroad) without objections. Any departures from the conditions agreed upon in the Order, in particular the ones pertaining to the address, or the lack of relevant documents, may constitute grounds for the refusal of goods or their return at the Supplier's cost, and in such a case, delivery shall be deemed not made.

4.8. MEDICOS shall be authorized to return to the Supplier, at the Supplier's cost and risk, any shipments delivered before the delivery date, or charge the Supplier with respectful storage costs.

4.9. The Supplier shall indemnify and hold MEDICOS harmless from and against any third party claims related to the goods, parts and materials delivered under a patent, license, trademarks, industrial designs or utility models.

5. Deadlines

5.1. The delivery time, indicated in the Order, and in the case of partial deliveries, the deadlines resulting from the delivery schedule, shall be final and shall mean the date when the goods are delivered to the place indicated in the Order.

5.2. MEDICOS shall have the right to charge the Supplier with contractual penalties for the delays in deliveries in the amount of 0,2% of Order gross value for each started day of delivery, but not more than 20% of Order gross value. If the delay is longer than 5 days, MEDICOS shall have the right to withdraw from Order fulfillment for reasons attributable the Supplier and charge the Supplier with the contractual penalty for withdrawing from Order implementation under Section 9. MEDICOS shall be entitled to contractual penalty in respect of the withdrawal from order implementation regardless of its entitlement to contractual penalty for delivery delay. MEDICOS may seek additional compensation in excess of the contractual penalties on general terms.

6. Prices and payments

6.1. Prices specified in the Order shall be fixed net prices.

6.2. MEDICOS shall pay the remuneration after receiving VAT invoices which are correct, reliable, and issued at the right time and in accordance with the Value Added Tax Act and the implementing regulations, and after the delivery has been made or services provided.

6.3. If the above mentioned conditions are breached, the Supplier shall bear all their negative financial consequences, in particular if Medicos loses its entitlement to VAT deduction as a result of law violation.

6.4. The amounts due under properly issued and delivered invoices shall be paid by bank transfer to the Supplier's bank account indicated in the invoice. Invoices without order numbers on them shall be considered incorrect and as such shall not constitute any basis for payment.

6.5. Unless a different payment deadline is specified in the Order, the Supplier shall accept the payment period of 60 days from the date when a correct VAT invoice has been delivered to the registered office of MEDICOS. The day on which the bank account of MEDICOS is debited shall be considered to be the payment date.

7. Complaints

7.1. MEDICOS shall inspect deliveries only to a minimum extent, on the basis of a bill of lading and in respect of the product range. Should any quantity shortages or transit damages be discovered, MEDICOS shall notify the Supplier of the fact within 7 working days as of such a discovery.

7.2. If such a situation occurs, the Supplier shall deliver proper quantities of goods within 3 days from the receipt of the complaint.

7.3. If a complaint is filed, MEDICOS shall have the right to withhold the payment for goods. The payment deadline shall not run until the complaint is satisfied.

8. Quality guarantee and warranty

8.1. The Supplier shall deliver the goods which are new, free from physical or legal defects and meet the quality requirements specified in the order. In the event when a defect in quality is discovered, MEDICOS shall be entitled to an option of:

- immediate remedy of identified defects,
- delivery of the goods which are free from defects,
- reduction in the price of goods,
- or rescission of the contract.

In addition, MEDICOS shall have the right to impose a penalty on the Supplier for each day of delay in the removal of defects, in accordance with Section 8.5.

8.2. Unless otherwise specified, the Supplier shall mark the goods with information about products' expiry date.

8.3. Unless the parties agree otherwise in the Order, during the guarantee or warranty period, the Supplier shall remove any defects or faults within the final time limit of 14 days from the filing of a complaint. After this time, MEDICOS may take its own remedial action at the Supplier's expense.

8.4. The period of the guarantee provided by the Supplier shall result from the Order or the guarantee documents.

8.5. In the event of a delay in the removal of defects discovered upon the receipt of the object of the order or during the period of guarantee or warranty for defects, the Supplier shall pay to MEDICOS a contractual penalty in the amount of 0.4 % of the gross value of the Order for each day of delay, calculated from the deadline set by MEDICOS in respect of defect removal. In the event of excessive damage, MEDICOS shall be entitled to additional damages sought on general terms.

9. Withdrawal from Order Fulfillment

9.1. MEDICOS may withdraw from the fulfillment of the Order with Immediate effect, at the Supplier's fault, if:

- The delay in the delivery date exceeds 5 days;
- The Supplier is threatened with insolvency, a petition has been filed against him for the bankruptcy or arrangement proceedings, or the Supplier is put into liquidation;
- The Supplier shall fail to fulfill the confidentiality obligation referred to in Section 11.

9.2. If MEDICOS withdraws from Order fulfillment at the fault of the Supplier, MEDICOS shall have the right to charge the Supplier with a contractual penalty the amount of 20% of the gross value of the Order (pro rata in respect of the unfulfilled part). MEDICOS may seek additional compensation in excess of the contractual penalties on general terms.

10. Safety Provisions

10.1. Upon order fulfillment, in addition to the generally applicable safety regulations, the Supplier shall have an absolute obligation to comply with the specific provisions applicable at the premises of MEDICOS or the Client.

10.2. Failure to fulfill the aforementioned provisions shall result in Supplier's full liability for the damage of MEDICOS

11. Confidentiality

11.1. All Order terms and conditions and any other information obtained from each other in any other way in connection with the Order shall be treated by the parties as strictly confidential, in particular with reference to any organizational, commercial and technical information concerning MEDICOS or the Client, which have not been made public; the parties shall use such information exclusively for the purposes of order fulfillment. In particular, the Supplier shall treat as confidential any information pertaining to the volume of trade, the agreed prices, rebates, payment deadlines, product specifications, agreements and technological data.

12. Force majeure

12.1. Force majeure shall mean any unforeseeable and exceptional situation or event, which is beyond the control of the parties and prevents one of the parties from the performance of any of its contractual obligations. In particular, force majeure shall apply to: acts of war, terrorist activity, general strikes, governmental actions and forces of nature.

12.2. If one of the parties is faced with force majeure, such party shall immediately notify the other party of the fact, providing information about the nature of the situation, its expected duration and possible consequences. Neither party shall be considered in breach of its contractual obligations if their performance is prevented by force majeure. Should the Supplier be unable to perform its contractual obligations due to force majeure, the Supplier shall preserve his right to remuneration, but exclusively in respect of the deliveries which were actually made.

13. References and advertising

13.1. Without a prior written consent of MEDICOS, the Supplier shall not:

- use any materials or information about the cooperation for reference or advertising purposes;
- use MEDICOS trademarks in the operation of his own business

14. Final provisions

14.1. The parties shall be subject to Polish law, and any disputes arising in connection with the Order and entered into with domestic Suppliers shall be referred for settlement by the court with jurisdiction over the registered office of MEDICOS, and in the case of foreign Suppliers, the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.

14.2. This document constitutes and appendix to the Order and forms its integral part. In the event of any conflicts or discrepancies between the contents of the Terms and Conditions and the contents of the specific Order, the contents of the Order shall prevail. In the event of conflicts between the Terms and Conditions and a concluded Contract, the provisions of the Contract applicable during the Contract term shall prevail.

14.3. MEDICOS does not consent to the assignment of any claims due to the Supplier and resulting from the received order to any third parties.

14.4. Documents shall be deemed effectively delivered if they are made in writing and sent to official business addresses: job offices, emails of the authorized persons.

Additional information:

MEDICOS declares that it is an active VAT payer;
Taxpayer Identification Number: NIP 738-180-64-12
For intra-Community transactions PL7381806412