

GENERAL TERMS AND CONDITIONS OF PURCHASE

§ 1 General provisions

1. The terms used in these general terms and conditions of purchase of goods and services shall mean:
Buyer: Polfarmex SA with its registered office at Józefów 9 street, 99-300 Kutno, entered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for Łódź - Downtown XX Commercial Division of the National Court Register under the number KRS 0000204258, code: 610003466, VAT number: 7750001711, share capital: 7,006,340.00 PLN fully paid up.
Seller: any entity selling goods to the Buyer.
Purchase Order: an order placed by the Buyer to the Seller in response to an inquiry about the price or an offer submitted by the Seller, or without such inquiry and offer, including at least the Parties' data, the subject of the sale, the sale price and to which the General Terms and Conditions of Purchase of Goods have been attached or the address of the website where they have been placed has been indicated, with a note that they constitute an integral part of the order.
Purchase Order Confirmation: confirmation of acceptance for execution of an order submitted to the Buyer by the Seller; If the confirmation has been submitted in response to a Purchase Order, it should contain the number of the Purchase Order.
Contract: a contract between the Seller and the Buyer based on the Purchase Order, Purchase Order and Purchase Order Confirmation or a commercial contract.
Goods: products, materials, pharmaceutical substances, packaging and packaging materials (including necessary additional materials, documentation, certificates)
General Terms and Conditions of Purchase of Goods (GTCs): these General Terms and Conditions of Purchase of Goods (Next: General Terms and Conditions of Purchase or GTCs)
Parties: Seller and Buyer.
2. The General Terms and Conditions of Purchase define the rules of purchase of Goods by Polfarmex SA.
3. The Buyer's General Terms and Conditions of Purchase shall be exclusively applicable to all offers submitted to the Buyer, offers submitted by the Buyer and Contracts for purchase of Goods concluded by the Buyer. The application to the Contract of the contract templates and general terms and conditions used by the Seller is excluded, unless otherwise agreed by the Parties in writing. Any different general terms and conditions of purchase or sale from the Seller, which are not expressly accepted by the Buyer in writing, shall not be binding on the Buyer.
4. If the provisions of the General Terms and Conditions of Purchase conflict with the provisions of the Purchase Order or contract, the provisions of the Purchase Order or contract shall prevail.
5. Confirmation of the Purchase Order by the Seller's accession to its execution is tantamount with the Seller's consent to the validity of these General Terms and Conditions of Purchase, unless otherwise stipulated in writing.

§ 2 Orders and terms of contract

1. Delivery of any Goods to the Buyer must be subject to a Purchase Order.
2. The Seller shall be obliged to Confirm the Purchase Order within 3 days from the date of its receipt. If the Purchase Order Confirmation is not delivered to the Buyer within the aforementioned period, the Purchase Order placed by the Buyer shall be deemed accepted for execution and binding on both parties.
3. Purchase Orders and Purchase Order Confirmations shall be submitted either in documentary form or in writing, by registered mail, courier service or by e-mail. Oral statements shall not be binding on the Parties until they are confirmed in one of the above-mentioned ways.
4. Except in cases where negotiations are conducted between the Parties to conclude a Commercial Contract, a Contract is concluded by the Buyer submitting a Purchase Order containing the Parties' data, the subject of the Purchase Order, the quantity and the offered purchase price, together with the General Terms and Conditions of Purchase, and submitting - in response to the Purchase Order - a Purchase Order Confirmation relating to the Purchase Order, for example, by indicating the number of the Purchase Order and a statement that the Buyer's General Terms and Conditions of Purchase have been delivered to the Seller prior to the conclusion of the Contract. Despite the absence of a statement, the GTCs shall apply if the Purchase Order contains an indication of the website address where the GTCs were posted. The Contract is concluded when the Seller submits the Purchase Order Confirmation, subject to paragraph 5 below.
5. A Purchase Order placed by the Buyer may only be accepted without reservations. In the event of objection or modification of the Purchase Order by the Seller, the Contract shall come into effect after the Buyer submits the Purchase Order including modifications or after the Buyer confirms in writing the confirmation of the Purchase Order including modifications.
6. The provisions of Article 66¹ § 1-3 of the Civil Code shall not apply to Offers submitted electronically.
7. If the Parties are bound by a Framework Agreement for the supply of Goods, the General Terms and Conditions of Purchase shall bind the Parties without the need to refer to them when placing individual orders under the Framework Agreement.
8. If the Parties are bound by a framework agreement for the supply of Goods or remain in permanent business relations despite the absence of a framework agreement, no immediate response to a Purchase Order submitted by the Buyer shall be deemed acceptance of the Purchase Order (Article 68² of the Civil Code).

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§ 3 Terms of delivery

1. General provisions
 - 1) The Seller undertakes to deliver to the Buyer the requested quantity of Goods in accordance with the terms and deadlines specified in the Purchase Order.
 - 2) The Buyer undertakes to take from the Seller the ordered quantity of Goods and pay the agreed price.
2. Quality requirements
 - 1) The Goods must meet the quality requirements of the Specification of Starting Material (including the requirements of the pharmacopoeia) indicated in the body of the Purchase Order.
 - 2) The manufacturer of the Goods that has been qualified by the Buyer and whose goods the Seller will supply must be indicated in the body of the Purchase Order.
3. Special conditions
 - 1) Delivery made under a given Order should consist of as few batches as possible, preferably one batch.
 - 2) For each batch, not less than 80% of the shelf life declared by the manufacturer should remain at the Buyer's disposal at the time of taking delivery.
 - 3) The Seller guarantees that the manufacturer of the Goods will inform the Buyer in advance, in writing about significant changes in the synthesis process of the material in question, as well as on an ongoing basis about deviations in the manufacturing process and in Quality Control that may adversely affect the quality of the delivered batch of Goods.
4. Additional requirements
 - 1) Order number and other number indicated by Polfarmex S.A. (material index) should be placed on invoices, correspondence, shipping documents and packages.
 - 2) It is understood that the Seller guarantees that the Goods subject to the Contract, if properly stored, will be suitable for use for at least the period of declared validity. If during this period it is found that the delivered batch of Goods does not meet the requirements of the specifications, the Seller shall immediately replace it free of charge with another batch fully meeting the requirements specified in the Contract, delivering it to the warehouse in Kutno and covering all costs associated with these actions.
 - 3) The Seller shall ensure during storage and transportation of the Goods that the required temperature specified in the specification/quality standard of such Goods is maintained.
5. Documents delivered with the delivery
 - 1) The Seller shall include the following documents with each delivery:
 - a. invoice with the Buyer's Purchase Order number, Material Index, and declaration of origin (only for goods from outside the EU),
 - b. quantity and weight specification (packing list) containing: name of Goods, consecutive number of parcels, gross, net and tare weights, year of production and batch/batch number of Goods,
 - c. bill of lading (AWB, CMR, BL),
 - d. export license (if required),
 - e. manufacturer's Certificate of Analysis with the name of the Goods, batch number, test results, production date and expiration date or retest date, declaration of compliance with the pharmacopoeia, certified by the signature of an authorized person,
 - f. information on important deviations in the manufacturing process in accordance with para. 1.3 (if they occurred),
 - g. documents that result from Incoterms rules or arise from legal changes and are not in force on the date of signing the Contract or indicated by the Buyer if they are required or have not been previously delivered (e.g. GMP certificate, DMF, COS, BSE/TSE documents).
 - 2) Failure to deliver with the delivery of the mentioned documents or their improper fulfilment resulting in delay of the deadline or additional costs including storage, will result in charging the Seller with the amounts of damages and costs resulting therefrom.
6. Packaging, transportation, and unloading:
 - 1) Packaging shall be adapted to the specific quality of the Goods and to the type of transportation used for delivery. The Seller shall be responsible for all damage to the Goods caused by improper or inadequate packaging. The gross weight of one package containing pharmaceuticals or raw materials will not exceed 25 kg (unless otherwise specified). On each individual package there will be a label stating the name of the manufacturer and of the Goods. Packaging of Goods being a hazardous substance should be marked with labels with pictograms in Polish in accordance with the Material Safety Data Sheet.
 - 2) Deliveries of Goods will be carried out in accordance with the rules of "ICC Incoterms 2020" (as amended), in accordance with applicable regulations, in compliance with GDP rules and when necessary with temperature monitoring. The delivery will be accompanied by a Safety Data Sheet. The Safety Data Sheet shall be prepared in accordance with Regulation 2020/878/EU, in Polish (in accordance with Article 31 of the REACH Regulation) and attached to each shipment.
 - 3) Goods will be delivered in original manufacturer's packaging, which then become the property of the Buyer. The above does not apply to returnable packaging and packaging covered by a deposit under the Act of June 13, 2013. on management of packaging and packaging waste (Journal of Laws of 2013, Item 888).
 - 4) Unloading of deliveries carried out by the Seller's transportation is the responsibility of the Buyer. The risk of loss or damage to the Goods shall pass to the Buyer and the Seller's liability with respect to the above shall cease after the Goods are unloaded.

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§ 4 Complaints

1. The Buyer shall be obliged to check, promptly, but no later than within 30 working days from the date of delivery, the type and quantity of Goods received in terms of their compliance with the concluded Contract, and in the event of any quantitative or qualitative shortcomings of the Goods and defects in the Goods detectable at the time of acceptance of the Goods, shall notify the Seller thereof promptly, but no later than by the expiration of the aforementioned period for examination of the items. In the case of hidden defects, the Buyer shall notify the Seller about them within 30 days from the date of their discovery.
2. Any claims for shortages, quality, loss, damage or delay in delivery of the Goods shall be made written or documentary form and sent by registered mail, courier service or e-mail.
3. In case of delay in delivery of the Goods, the Seller shall be obliged to pay the Buyer a penalty of 0.1% of the value of the undelivered Goods for each day of delay. Payment of penalties shall not relieve the Seller from the obligation to deliver the Goods and the Buyer shall have the right to set a final date for delivery of the Goods as soon as possible, but no longer than one (1) month. If the Seller fails to deliver within this additional specified time, the Buyer shall have the right to withdraw from the Contract. Payment of the contractual penalty does not exclude the Buyer's ability to seek supplementary damages on general principles.
4. In the event of a quality defect, the Buyer shall return the Goods to the Seller at the Seller's expense, and the Seller shall be obliged, at the Buyer's option, either to deliver the Goods free of defects, covering all costs related thereto, or to refund to the Buyer the price paid for the Goods complained of, as well as to cover all losses and costs incurred by the Buyer, including the costs of disposal of the defective Goods. In the event of delivery of an excess quantity of Goods in relation to the quantity covered by the Order, the Seller shall collect the excess at its own cost and risk, unless otherwise agreed by the Parties, and in the event of delivery of a quantity smaller than that specified in the Order, the Seller undertakes, within 3 days from notification of shortage by Polfarmex, to deliver the missing quantity at its own cost and risk.
5. In the case of improper fulfillment of the provisions of the Contract despite the written request of the Seller by the Buyer to remove the violations, the Buyer has the right to withdraw from the Contract and purchase Goods from another supplier charging the Seller with the possible price difference. The Buyer shall have the above right within 45 days from the date of ineffective expiration of the deadline set for the removal of violations.
6. In the event that a quality complaint is not accepted by the Seller within 7 days from the date of notification of the defect, the disputed batch of Goods (or samples thereof) shall be forwarded to an independent laboratory agreed upon by the Parties to perform a test, which is the basis for quality assessment. The independent laboratory's assessment will be binding on the Parties, and the cost of its performance will be borne by the Party whose position in the dispute proved to be unjustified.

§ 5 Confidentiality

The Parties have agreed that all information, specifications, technologies disclosed in connection with the performance of the Order will be treated as confidential and will be used only for the purposes of the performance of the Agreement under penalty of liability for damages.

§ 6 Processing of personal data

1. The administrator of personal data concerning persons submitting bids and persons responding to price inquiries and persons corresponding with the Buyer is the Buyer.
2. The Seller is obliged to familiarize himself with the information regarding the processing of personal data by the Buyer, which is attached to the General Terms and Conditions of Purchase, and to present this information to all persons whose data he will make available to the Buyer in connection with correspondence and cooperation with the implementation of purchases.

§ 7 Force Majeure

1. As used in this GTC, "Force Majeure" shall mean any external event that the Parties could not foresee and could not prevent, in particular war, riot, insurrection, fire, explosion, flood or other natural disasters or governmental restrictions.
2. Neither Party shall be liable to the other Party for any damages which are a failure to perform or delay in performance of obligations under the concluded Agreement due to the occurrence of force majeure, provided that the Party suffering the effects of force majeure shall immediately inform the other Party of the occurrence of circumstances preventing or delaying the performance of its obligations.

§ 8 Final Provisions

1. Polish law shall apply to the concluded Contracts.
2. The court having jurisdiction to settle disputes arising out of or in connection with the Contract shall be the common court having jurisdiction locally competent for the registered office of the Buyer.

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Appendix

Information on the processing of personal data

Your Data Controller is Polfarmex S.A. with registered office in w Kutno, ul. Józefów 9, 99-300 Kutno, hereinafter referred to as: Polfarmex S.A.

For what purpose and on what basis Polfarmex S.A. will process personal data?

Your personal data will be processed in order to conclude and implement the contract for the purchase of goods and cooperation with Polfarmex S.A. The legal basis for the processing of your personal data for above-mentioned purposes is art. 6 (1) b GDPR and art. 6 (1) f GDPR. The legitimate interest of Polfarmex S.A. is cooperation to execute properly the contract and handle business correspondence. Providing data is voluntary, yet it is necessary to accomplish the above-mentioned goals.

Polfarmex S.A. will transfer your personal data to other entities entrusted with the processing of personal data in the name and on behalf of Polfarmex S.A. In addition, Polfarmex S.A. will share your personal data with other recipients, including public authorities and entities performing public tasks or acting on behalf of public authorities, provided such an obligation arises from the provisions of law. Your data will not be transferred to third countries and international organizations.

How long will Polfarmex S.A. process the data?

Your personal data will be processed during the period of cooperation and after its completion for the period provided for by the law, including the provisions of the Civil Code and the Accounting Act, i.e for the period of 5 years from the completion of the contract.

What are the rights of the data subject?

You have the right to:

- access your personal data and to receive copies of personal data being processed
- rectify your inaccurate personal data
- claim data erasure (right to be forgotten) in cases referred to in art. 17 GDPR
- obtain restriction of personal data processing in cases referred to in art.18 GDPR
- object to data processing in cases referred to in art. 21 GDPR
- transfer the data provided, processed in an automated manner

If you believe that personal data are being processed unlawfully you may lodge a complaint with the supervisory authority (President of the Office for Personal Data Protection (PUODO), ul.Stawki 2, Warsaw).

Contact:

Should you need any additional information related to the protection of personal data or would like to exercise your rights, please contact us:

Data Protection Officer:

Jakub Treugut, tel. +48 (22) 211 18 60, e-mail: iod@polfarmex.pl

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