



General conditions of purchase of goods and services

1. GENERAL PROVISIONS.

1. Following General Conditions of Purchase hereinafter "General Conditions" shall apply to all orders submitted by the company Q.D.G. Sp. z o. o., called in the future content "Purchaser" and concern appropriately purchase or delivery of materials, raw materials, parts, products or equipment, hereinafter "The Goods" by the parts called Supplier (hereinafter "the Supplier")
2. The number of our order must be indicated in the invoices, delivery notes and all others documents related to the order.
3. Acknowledgment of each order should be confirmed in writing by Supplier within two working days after receipt. In case of no written confirmation within this deadline, the order will be considered as accepted and acknowledged by the Purchaser under the terms the General Conditions and the order itself.
4. Confirmation of the Order can take the form of e - mail or in writing.
5. If the confirmation of the Order is inconsistent with terms of the order, Q.D.G. Sp. z o. o. has the right within three working days from the date of receipt of the confirmation of the order to accept it or to cancel the order without any additional cost.

2. DELIVERY DATE

1. Delivery dates are specified in the order and are to be understood as the date of receipt of the goods at the given delivery address.
2. In case of possible delay of delivery, the Supplier is obliged to inform promptly in writing new expected delivery date as well as the cause of delay.
3. The Purchaser reserves the right to cancel all or part of the order, if the order is delayed, without the obligation to pay any compensation. Furthermore, The Purchaser reserves himself the right to redress from the Supplier a compensations for damaged resulting from improper performance of the contact according to the Polish Civil Code and the reimbursement of expenses for replacement of the contract as well.

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Sąd Rejonowy w Toruniu
VII Wydział Gospodarczy
Krajowego Rejestru Sądowego
nr KRS 0000281088
Kapitał zakładowy 50.000,00 PLN
Bank Zachodni WBK S.A
PLN: 92 1500 1780 1217 8005 9982 0000,
EUR: PL 37 1500 1780 1217 8005 9995 0000
SWIFT WBKPPLPP

3. TERMS OF DELIVERY

1. Only deliveries with required documents will be accepted. All required documents are clearly listed in the order and shall clearly indicate Purchaser's order's number, description of goods, reference number, quantity of goods and weight if applicable. Delivery documents are to be understood not only by delivery note or invoice but also material certificates, compliance and quantity certificates, warranty cards etc. If required documents are missing with delivery, such delivery shall not be accepted and can be returned to the Supplier at costs.
2. The Supplier is responsible for damages resulting from any delay, loss or damage caused by improper marking, packaging and identification of the delivery.
3. The Purchaser may return to the Supplier at his expense goods delivered before agreed delivery date or charge the Supplier with of storage cost.
4. Following penalties for failure or improper execution of the order are applicable:
 - a) for withdrawal from the contract by the Purchaser for reason dependent on the Supplier or by the Supplier for reason beyond the Purchaser – in the amount of 25% of the value of the order;
 - b) for the delay in delivery in the amount of 0,6 % of the contract value for every day of delay but not less than 50 PLN for each day of delay;
 - c) for the delay in repair resulting from complaint the amount of 1% of value of the order for each day of delay;
5. The Purchaser is authorized to retain form Supplier's invoice(-s) applied. Penalties without his written consent.
6. In case of delay in the delivery, the Purchaser may cancel the order and place the order elsewhere or produce goods by himself at the expenses of the Supplier.
7. Purchaser reserves the right to claim compensation of the damage suffered

4.THE PRICE AND TERMS OF PAYMENT

1. Prices and payment conditions are specified in the order.
2. The price is fixed and remains unchanged for the entire order.
3. Date of payment (unless otherwise agreed) indicated in the order counts from the date of receipt of proper invoice. The invoice shall be issued after delivery of goods and it shall be paid only if goods are delivered, are conforming, not damaged and all documents listed in section 3.1. are supplied.



5. WARRANTY AND COMPLAINTS

1. The Supplier guarantees that supplied goods are in accordance with applicable specifications, drawings, standards and any other requirements stated in the order and that goods are new, not used, in good quality, free from faults and defects.
2. In case of quality defects the Purchaser is entitled to require the remedy for non-compliance, in the form of supply of goods free from defects or reduction in the price, according to his own choice.
3. The Supplier is obligated to repair goods or replace the goods with goods free from defects within five days of receipt of the complaint unless otherwise agreed. In case of complaint the Purchaser reserves himself the right to suspend payment for non-conforming goods.
4. If the Purchaser recognizes that the Supplier is unable either to repair or to replace defective goods, he has the right either to repair the non-conforming goods by himself or have it repaired or re-done by third party, all at Supplier's expense.

6. OBJECT OF DELIVERY

1. Object of delivery shall be made in accordance with the order, applicable standards and regulations. To confirm this the Supplier shall provide with delivery all necessary documents and certificates as indicated in the Order.

7. FINAL PROVISIONS

1. These General Terms and Conditions of Purchase are an integral part of every order placed by the Purchaser. In case of disputes or discrepancies, the content of the order is decisive.
2. If the Parties agreed and signed the contract for deliveries, these General Conditions shall not be applied or shall be applied only in the scope not covered by the contracts.
3. In matters not covered by these General Conditions the provisions of Polish law.
4. The competent court to settle any disputes arising from the GCP is the court competent for the seat of the Purchaser.
5. These terms and conditions are valid from 01.03.2016.

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