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NIP PL 123 01 17 083
Regon 011963550
KRS 0000045589
BDO 000081248

Kapitał zakładowy 50 000 PLN
BNP Paribas Bank Polska SA
PLN 43 1600 1127 0003 0127 6231 5001
EUR PL 85 1600 1127 0003 0127 6231 5021

GENERAL TERMS AND CONDITION OF PURCHASE

§1

1. These General Terms and Conditions of Purchase (hereinafter referred to as the GTCP) define the rules for concluding contracts for the purchase of goods and services, the recipient of which - the Ordering Party (Buyer) is Hal Sp. z o.o. - Limited Liability Company (hereinafter referred to as the HAL or Buyer) with headquarters in Baniocza, Spokojna 8A Street, 05-532 Baniocza, registered in the National Court Register under the number KRS 0000045589.
2. The GTCP constitutes an integral part of any purchase contracts concluded by HAL including contracts concluded in the form of a written order, offered to HAL which is making the purchase.
3. The GTCP are available to the Seller in writing form before concluding the contract at the headquarters of HAL or on the website www.hal.com.pl.
4. These GTCP constitute a contractual regulation binding the parties with regard to the purchase of goods. The parties exclude the use of other contract templates (general terms of the contract, terms of purchase, terms of sale, contract templates, regulations, etc.) used or agreed by the Seller.
5. The provisions of these GTCP may be changed only in writing form, otherwise null and void. The conclusion of a separate purchase contract excludes the application of these GTCP only to the extent regulated in it differently.

WWW.HAL.COM.PL

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PLN 39 1240 6351 1111 0010 5194 8532

6. Different arrangements between the parties, agreed and confirmed in writing, take precedence over the provisions of the GTCP.

DEFINITIONS

§2

The use of the terms in these General Terms and Conditions of Purchase shall mean:

1. Buyer - Hal Limited Liability Company (hereinafter referred to as HAL) Spokojna 8A Street, 05-532 Baniocha, NIP (Tax Identification Number): 123-01017-083, REGON (National Business Registry Number): 011963550.
2. Seller (Supplier) - a legal person, an organizational unit without legal personality and a natural person running a business.
3. Payment date - the day on which the payment for goods or services becomes due.
4. Goods - movables, services, goods that are to be sold under a sales contract between the Buyer and the Seller.
5. Order - an offer made by the Seller regarding the purchase of products by the Buyer in writing form, delivered in person, by letter, by courier or by e-mail, containing at least: the name of the offered product, quantity, details of the Seller and company details, contact details, method, date and place of receipt of the ordered products.
6. Confirmation - a written statement of the Seller on the acceptance of the order, submitted to the Buyer after its receipt, specifying at least the price of the goods, the total value of the goods ordered, the date of completion, place and terms of delivery/collection and payment terms.

OFFERS AND ORDERS

§3

1. Information posted on the Buyer's website, catalogs, brochures, leaflets, advertisements and other publications - do not constitute an offer or an order within

the meaning of the Civil Code, even if they include a price. Product publications are informative.

2. The Buyer's order should contain the following data:
 - Buyer's name - along with an indication of the exact address;
 - NIP Number (Tax Identification Number);
 - Indication of the offer number, if applicable;
 - Identification of the indicated good with a trade name or alphanumeric symbol from the offer;
 - Quantity of ordered goods;
 - Date, place and terms of delivery/receipt of goods.
3. The condition for the effective conclusion of the sales contract is the placing of an order by the Buyer and a written confirmation of the order by the Seller (in the writing form of an e-mail, by letter to the company's registered office address, via e-mail). Written order confirmation means that the Seller has received the order and accepted it for execution.

DELIVERY TERMS AND CONDITIONS

§4

1. The Seller is obliged to deliver the goods meeting the conditions specified in the order confirmation, i.e. date and place of delivery, quantity, type of goods, price.
2. The Supplier delivers the products in appropriate, due to their type, packaging and with the use of means of transport, adapter to the transport requirements of a given type of products / raw materials.
3. The Supplier is obliged to attach a delivery document to each delivery, which should include:
 - 1) indication of the Supplier and Buyer - HAL;
 - 2) the number and date of the order;
 - 3) list of goods;
 - 4) unit products code;
 - 5) expiry date and production date;
 - 6) the quantity of each of the products;
 - 7) date of delivery of the products to Hal by the Supplier;
 - 8) number of returnable packages and the amount of deposit for packages;
 - 9) certificates and approvals.

4. The ownership of the goods and the risk associated with transport pass on the Buyer after unloading the delivery and signing by HAL a document confirming receipt of the delivery.
5. The Buyer is obliged to immediately check the compliance of the delivered goods with the order. He is obliged to check in particular: the condition of the shipment, as well as the quality, quantity and range of the delivered goods, and immediately (i.e. no later than 7 working days) to report to the Seller any reservations in this regard by drawing up a non-compliance protocol.
6. The Supplier undertakes complaints submitted by the Buyer, to settle within 7 calendar days from the date of notification of the complaint.
7. The Buyer reserves the validity, i.e. the expiry date, of the ordered products and delivered by the Seller, if specified or provided for in separate provisions of law, should be no less than six months from the date of delivery of the goods to the Buyer.
8. The Supplier may under no circumstances refuse to deliver the ordered goods under pain of the contractual penalty provided for in the contract, except for a situation where HAL is in arrears with payment for previous deliveries for a period of more than 2 weeks from the date of payment of the last delivery, and the Supplier unsuccessfully demand HAL to pay.
9. In the event that the delivery cannot be made within the specified period in the order or if it is incomplete, the Supplier is obliged to immediately inform HAL before the expiry of the delivery date, and in the event of failure to do so, it will be obliged to pay the contractual penalty provided for in the contract.

PAYMENT AND PRICES

§5

1. For each delivery, the Supplier issues a VAT invoice that corresponds separately to each delivery - within 7 days from the date of delivery.
2. Each invoice must contain:
 - 1) address of the headquarters of HAL;
 - 2) NIP numbers of HAL and Suppliers;
 - 3) the date of the invoice;
 - 4) delivery date;
 - 5) order number;
 - 6) number of the delivery document;
 - 7) price, name of each product;
 - 8) quantity (or weight) of each product, unless the price is given for a collective packaging;

9) information on the use of the obligatory split payment mechanism, if applicable.

3. The date and form of payment are agreed individually for each Seller and are counted from the date of the correctly delivered invoice.
4. In the event of different arrangements between the parties, the applicable price of the goods is the price specified in the order, which has been approved by the Seller.
5. The Buyer is obliged to pay the amounts due for the sale of the goods on the date specified in the invoice.
6. The payment deadline is met if HAL will follow within the time required/agreed with the Supplier.
7. The day of payment is considered to be the day the payment is credited to the Seller's bank account specified in the invoice, or the day of payment in cash.
8. Unless the parties agree otherwise, the payment for the ordered goods is made without any deductions or compensation of mutual claims.

FORCE MAJEURE

§6

1. If the circumstances are beyond the control of the Seller and the Buyer, in particular, such as disruptions in the production or transport of goods caused by strikes, factory and equipment failures, accidents, local or national threats, trade disputes, floods, fires, earthquakes, natural disasters, including restrictions related to COVID-19 etc., delivery may be delayed or detained as appropriate, upon written notice, until normal conditions are re-established.

CRISIS SITUATION

§7

1. A crisis situation is considered to be any situation in which the Buyer's branded products or a product in the Producer's packaging, regardless of the stage of production, storage and distribution, may pose a threat to the health or safety of the customer. In the event of a crisis situation:
2. The Buyer undertakes to:
 - provide the Seller without undue delay with the necessary information regarding the type and occurrence of the crisis situation, in particular information on the risk to the health and safety of consumers, the production batch number and the number of products concerned and the corrective measures already taken,

additionally, if possible, samples of the questioned/faulty product

- take actions together with the Seller to limit the scope of the crisis (withdrawal from sale, securing the product, possible recall, destruction, etc. etc.)
- inform other participants in the supply chain up to the final consumer and relevant further entities (e.g. online trading platforms) about the dangerous product
- provide adequate financing and manpower to ensure that product recovery and other corrective actions are carried out effectively and with the desired results
- provide the Seller with the necessary information on the progress in crisis management.
- ensure that the market surveillance authorities of the Member States in which the product was made available on the market are immediately informed of this via the Safety Business Gateway portal or in accordance with the Business Gateway Contact list (Annex 1) on the basis of (Article 12, point C, Regulation (EU) 2023/998 of the European Parliament and of the Council) after prior mutual agreement with the Producer
- to collect the necessary data to identify key entities that should be taken into account in a crisis situation - authorities, media organizations, distribution network (in both directions)

3. The Producer undertakes to:

- provide the Buyer as soon as possible with all information regarding events that may cause a crisis situation at the Buyer;
- provide the Buyer as soon as possible with information regarding the non-compliance, including its causes and steps taken by the Producer to clarify the situation/slow down the crisis;
- conduct all corrective actions and take all necessary measures to prevent the spread and repetition of the non-compliance;
- store all internal documents and records regarding non-conformities/crisis situations;
- designate a person on behalf of the Producer who will be exclusively authorized to contact the Buyer in matters related to crisis management;

4. In the event of any non-conformities being revealed, the Parties undertake to inform each other about the non-conformities by telephone without undue delay, preferably on the day they are discovered, and to confirm this information in writing by e-mail and/or in a mutually agreed form

5. The Producer indicates Mrs. Joanna Murawska, Phone number +48 22 7366821 as the person authorized to contact in the matter of non-conforming goods and possible withdrawal from the market.

6. The Buyer indicatesPhone numberas the person authorized to contact in the matter of non-conforming goods and possible withdrawal from the market.

FINAL STATEMENTS

§8

1. By accepting these GTPC, the Seller agrees to the processing of his personal data by the Buyer and entities acting on his behalf in the country and abroad, in connection with the implementation of purchase and sale contracts for goods offered by the Buyer.
2. The Seller may not pass on the knowledge and information obtained as a result of commercial contacts with the Buyer to third parties without the Buyer's consent in matters covered by commercial secrecy.

3. The law applicable to the GTCP is Polish law.
4. In matters not covered by these GTPC, the provisions of the Civil Code shall apply.
5. The declaration of invalidity of individual provisions does not affect the validity of the remaining provisions of the GTCP.
6. In the event of a conflict of the provisions of the GTCP and the GTCS, the parties reserve the right to apply individual exclusions of specific provisions of the GTCP and GTS, by agreement, without prejudice to the effective application of this document.
7. The parties will endeavor to settle all disputes arising amicably in connection with the performance of contracts covered by these terms. Any disputes arising out of or in connection with this agreement will be finally settled on the basis of the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in force on the date of initiation of the proceedings, by the arbitrator or arbitrators appointed in accordance with these Rules. If it is impossible to settle the matter amicably, the competent court to resolve the dispute will be the common court competent for the seat of the Buyer.
8. Should individual provisions of these General Terms and Conditions of Purchase be or become unenforceable, the remaining provisions shall remain enforceable.