

	<h2>General conditions of purchase</h2>		Date: 31/03/2015
			Issue 1
			Edition 1
			Page 1 of 1
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1. The supplier is obliged to confirm the order and the time of its implementation within 2 days since its receipt in writing or by e - mail, and to immediately inform the buyer of any disruption in its implementation. Lack of confirmation in due time, will be considered as the provider acceptance of buyers' conditions contained in the contract (the subject of the contract , specification, quantity and timing of implementation and additional requirements).

2. Supplier guarantees adequate quality of goods and services in accordance with order, the standards, additional requirements or other arrangements made at the stage of the order agreeing.

3. Supplier guarantees that all goods and services delivered to the buyer are in line with the Polish law and the directives of the European Union (RoHS, REACH, etc.)

4. Every time supplier is obliged to deliver to the buyer certificates 3.1 or 2.2 according to EN10204 or other documents required by the buyer (certificates) on the day of delivery , by e-mail, at the address: orders@dhe.pl or with the delivery.

5. The possibility of changes in performance of the contract is permitted only by mutual consent.

6. In case of disruptions that may affect the timely implementation of the contract the supplier is obliged to immediately inform the buyer within a period of not less than two days from the confirmed date of delivery ( implementation) .

7. Delivery is considered timely if it is undertaken with a tolerance of 3 days prior to or after the date shown on the order – and after a prior arrangement.. OTD (on time delivery) index is tested on every month and information about it will be passed in each case at the request of the supplier.

8. Failure by the supplier confirmed delivery dates without prior notice to the buyer , entitles the buyer to cancel the contract and claims for proven losses incurred (damages) due to delay in execution of the contract or interfere with the production process. These costs will be every time presented to supplier.

9. In case of technical defects of the product at the buyer, the supplier will consider the claim, even if the product has been partially used, and could not identify any quality defects, before it is put into production. Complaints subject to that device at the disposal of the Supplier and Buyer or proven losses are borne by the supplier, the buyer informs that products ordered input control is carried out based on sampling and does not include 100% of the resultant products.

These losses represent mainly cover production costs for raw material, for which prior to entering the production could not identify any quality defects. These costs will be every time presented to supplier.

In the case of cooperation with suppliers of castings - allowed is the presence of surface defects at the level 5% of the quantity supplied. Above this level supplier is obligated to cover machining costs connected with machine for claimed raw material. These costs will be every time presented to supplier. To 5% level – parts will be returned to the supplier (after transport and packaging confirmation; decision will be taken by supplier). Replacement delivery and credit note for raw material with defects will be required.

10. In the case of interruptions in production at Buyer or the final customer due to incompatible supply, the supplier must provide his help solving the above problem (eg. supply replacement, sorting, additional transportation or other).

11. In case of disruption of the process or qualitative variations in supplier, the supplier must take corrective actions and verify their effectiveness.

12. Supplier must obtain the consent of the Buyer prior to shipment of products, if, by way of exception, to the Buyer are to be delivered products comply with the specifications. About all the identified inconsistencies supplier must immediately inform the Buyer.

13. The supplier must provide adequate packaging for parts or raw materials transportation, protected against corrosion or mechanical damage.

14. D & H warehouse is open from 6-16 and only during these times raw material can be dispatched.

15. In matters not covered by this agreement the Civil Code is used.

16. Disputes arising out of this agreement, the parties shall endeavor to settle by negotiation; if it does not reach an agreement, disputes shall be resolved by the commercial court competent for a buyer.

General conditions of purchase constitute integral part of this order.

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