	<h1>General Terms of Purchase</h1>		Date: 04/09/2015
			Issue 5
			Version 2
			Strona 1 z 3
Issued by:	Magdalena Laskiewicz	Approved by:	Robert Kościński

1. The supplier is obliged to confirm the receipt of the order and acknowledge the expected delivery time within 2 working days from receiving it in written form or via email. The supplier must also promptly inform the buyer of any potential disruptions in the order fulfilment. Failure to confirm within the specified timeframe will be considered as the supplier's acceptance of the buyer's terms included in the order (including the subject of the order, specifications, quantity, delivery date, and any additional requirements).

For framework orders (long-term orders): The supplier is required to confirm the receipt of the framework order within 14 days from its reception, and for the call-offs from the framework order within 24 hours. The fulfilment time for call-offs is established as 2-3 working days from the receipt of the written or email order, which serves as the call-off from the framework order.

2. The supplier guarantees proper quality of products and services in accordance with standards, the order, additional requirements, or other agreements made during the order approval process.

3. By accepting the order, the supplier simultaneously declares that the goods supplied by them are compliant with the European Regulation REACH No. 1907/2006 and do not contain any substances listed as SVHC (Substances of Very High Concern) on the Candidate List published on the ECHA website: <http://echa.europa.eu/pl/candidate-list-table>.

4. Supplier, by accepting the order, declares that the goods mentioned in this agreement comply with the Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, and with Commission Delegated Directive (EU) 2015/863 of 31 March 2015 amending Annex II to Directive 2011/65/EU concerning the list of restricted substances, including subsequent amendments. The subject does not contain any of the listed substances under the RoHS Directive, namely: lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs), di(2-ethylhexyl) phthalate (DEHP), butyl benzyl phthalate (BBP), dibutyl phthalate (DBP), diisobutyl phthalate (DIBP) above 0.1% by weight of homogeneous material, unless exempted.

5. In connection with the ISO 14001 certificate held by D&H Engineering Group, the Supplier is required to refrain from using plastics in packaging. Any necessity for their use must be reported to and approved by D&H Engineering Group.

6. The Supplier is obligated to provide the Buyer with 3.1 or 2.2 certificates according to EN 10204 or other documents (certificates, attestations) required by the Buyer on the day of delivery, by email to the address: [ordersuk@dhe.pl](mailto:ordersuk@dhe.pl) and/or to the address of the person placing the order, or together with the delivery.

7. The possibility of making changes to the order execution is permissible only with mutual consent.

8. In the event of disruptions occurring with the Supplier that may affect the timely execution of the ordered items, the Supplier is obliged to promptly inform the Buyer about this fact, with a notice period of no less than 2 days before the confirmed delivery (execution) date.

9. If not specified otherwise, the delivery of raw materials is considered on time if it is made within a tolerance of 3 days before or after the date indicated on the order – subject to prior agreement. The On Time Delivery (OTD) rate is measured monthly, and information about it will be provided upon the supplier's request.

10. The target for the On-Time Delivery (OTD) indicator is 98%. The OTD indicator is calculated as the number of timely deliveries during the month divided by the total number of deliveries from a specific supplier in that same month. One delivery is considered as: an order line, a crate, one type of delivery, or one Minimum Order Quantity (MOQ). If the target of 98% is not achieved, the Buyer raises a logistic complaint, to which they expect to receive a full 8D report along with an action plan.


11. Once a year, Supplier Evaluation takes place, and its results are distributed via email. For suppliers with a "poor" rating, corrective actions are implemented: The supplier is obliged to present an action plan for the areas that have been unsatisfactory. In the event that the supplier is unable to do so or shows no willingness to improve, the procedure to find an alternative supplier will be initiated. An "unacceptable" rating eliminates the supplier from the possibility of fulfilling future business and orders.

12. Failure by the Supplier to adhere to confirmed delivery deadlines, without prior agreement of such a possibility with the Buyer, entitles the Buyer to terminate the contract and to claim for proven losses (damages) incurred due to delays in order fulfilment or disruption of the production process. The costs will be consistently presented to the Supplier. This includes delays in transportation.

13. If there is a risk that the Supplier's failure to meet the delivery deadline may result in production stoppage at D&H or at the end Customer's location, and the reason for the delay is the inability to organize transportation, D&H has the right to dispatch its own vehicle for the ordered goods, and the Supplier will be charged with the transportation costs.

14. The Supplier is obligated to deliver the quantity of raw material exactly specified in the order. If the delivered quantity is to be changed, it is necessary to coordinate this with the purchasing person and obtain written consent for such delivery. In the case of excess supplies, payment for the surplus will be made only at the time of payment for the next call-off. If there is no prospect of another call-off, the surplus will be returned to the Supplier at their expense.

15. The Buyer has the right to increase/extend the order before its execution, and the price of such extension cannot be higher than the originally agreed price.

	<h1>General Terms of Purchase</h1>		Date: 04/09/2015
			Issue 5
			Version 2
			Strona 2 z 3
Issued by:	Magdalena Laskiewicz	Approved by:	Robert Kościński

16. The buyer reserves the right to audit new and existing suppliers, provided that such a visit is notified in advance, with a minimum notice period of 14 days.

17. The buyer considers the transport service as fulfilled when they receive the sales document along with a complete set of documents: a signed CMR by the recipient and a signed WZ by the recipient. These documents are essential for the buyer to make the payment for the commissioned service. Failure to deliver any of the mentioned documents will result in the suspension of payment for such service until the complete set of documents is provided.

If within 14 days from the date of receiving the information about the missing documents, the Supplier does not deliver them (in any form), D&H will obtain the missing documentation signed by the Recipient on their own, and the transport invoice will be released for payment, but its value will be reduced by the amount of £100.00 (the invoice amount will be offset with a debit note issued by D&H).

18. The applicable prices are determined before making a purchase or ordering a service. Any price increases made after the price/list has been agreed upon must be consulted with the Logistics Manager or designated persons, and the new prices cannot be applied retroactively. A new price list is established by providing the current price and the price after the change; providing a percentage change in the entire price list is not considered sufficient.

A price list containing a reduction in current prices may be effective from the date of delivery and does not require additional confirmation from D&H.

19. The buyer informs that the incoming inspection of ordered products is conducted based on sampling and does not cover 100% of the received items.

20. In case of identifying technical and/or qualitative defects in the product by the Buyer, the Supplier will consider the complaint even if the product has been partially used and the qualitative defects could not have been identified before its introduction into production. In such a situation, the defective product shall be left at the disposal of the Supplier, and all proven losses related to the need for withdrawing the product from the production process by the Buyer, as well as any losses incurred due to the introduction of faulty raw materials into production, shall be covered by the Supplier. These losses primarily involve production line stoppages, special transportation, and/or covering additional raw material production costs. Additional production costs include: extra machine settings, elongation of the production process, the need to purchase additional tools, tool destruction, additional measurements in Quality Control, machine collisions, etc. The costs will be presented to the Supplier on each occasion.

If defects are detected before the raw material is introduced into production but there is a risk of production stoppage at D&H or at the end customer's site, D&H reserves the right to process the faulty raw material if it is physically possible. In such a case, all proven losses related to the change in the production process by the Buyer will be covered by the Supplier. These losses primarily involve covering additional costs of producing the defective raw material. Additional production costs include: extra machine settings, elongation of the production process, the need to purchase additional tools, tool destruction, additional measurements in Quality Control, machine collisions, etc. The costs will be presented to the Supplier on each occasion.

D&H reserves the right to charge the Supplier with the presented additional costs, and their amount may be offset against the invoice for the purchase of the respective raw material.

In the case of cooperation with casting suppliers, the presence of defects related to internal porosity up to 5% of the delivered quantity is acceptable. Beyond this limit, the costs of processing the claimed raw material will be charged. The costs will be presented to the Supplier on each occasion. For defects up to the 5% threshold, the claimed parts will be returned to the supplier (after prior agreement on transport and packaging matters; the decision will be made by the supplier). A replacement delivery and a corrective invoice for the claimed parts will be required.

21. If there are any non-compliant deliveries that lead to disruptions in production at the Buyer's or End Customer's premises, the Supplier must provide their assistance in resolving the issue (e.g., providing replacement delivery, sorting, additional transportation, or other solutions).

22. In the event of disruptions to the process or quality deviations at the Supplier's end, the Supplier must implement corrective measures and verify their effectiveness.


23. In exceptional circumstances, if products that do not comply with the specification are to be delivered to the Buyer, the Supplier must obtain the Buyer's approval before shipping the products. The Supplier must promptly inform the Buyer about all identified non-compliances.

24. Every Supplier who, in any way, possesses the Customer's property to carry out a service, is fully responsible for the entrusted property. In the event of its destruction or the provision of a service that does not comply with the order, the Supplier will be charged an amount equivalent to the market value of the respective property.

25. The response to any potential complaint must take the form of 8D report. The Supplier has no more than 14 days from the day of receiving the complaint (in any form) to respond - failure to respond within this period is considered an indication that the complaint has been accepted.

26. The supplier must provide suitable packaging for parts or raw materials for transportation, protecting the transported items from corrosion or mechanical damage.

27. Required payment term: min. 30 days. In D&H Engineering Poland The payment of liabilities always takes place on the Monday following the expiration of the 30-day payment term. In D&H Engineering Ltd. UK the payment is made once a month, the first Friday of the month. In all other

	<h2>General Terms of Purchase</h2>		Date: 04/09/2015
			Issue 5
			Version 2
			Strona 3 z 3
Issued by:	Magdalena Laskiewicz	Approved by:	Robert Kościłcki

cases, the payment term must be individually agreed upon and accepted by the Buyer.

28. Purchase invoices or corrective invoices must always be delivered in electronic form to the addresses:

D&H Engineering Poland: [finance@dhe.pl](mailto:finance@dhe.pl)

D&H Engineering Ltd. UK: [monika.kazubowska@dhe.pl](mailto:monika.kazubowska@dhe.pl) [clair.chapman@dhe.pl](mailto:clair.chapman@dhe.pl)

Invoices sent in any other form or to a different address will not be recorded, and therefore, will not be processed for payment.

29. The supplier is responsible for setting an appropriate credit limit for D&H and ensuring its validity period. In the event of suspended deliveries due to reaching the credit limit, and with no outstanding payments from D&H, the Buyer reserves the right to purchase the materials on the open market in place of the blocked delivery, and the order will be reduced accordingly.

30. For all agreements concluded between D&H and the Supplier, only these General Terms and Conditions (GTC) shall apply. The use of any general contract terms, regulations, or other contractual templates provided by or used by the Supplier is excluded, regardless of whether they are referenced in any documents provided by the Supplier. Such general contract terms, regulations, or other contractual templates from the Supplier will only be applied if the Parties expressly and at least in documentary form agree to them, under the penalty of nullity. Subject to the previous sentence, no action taken by the Company, including the acceptance of the delivery of Goods or Services or payment for them, shall be construed as consent to the application of the Supplier's contractual template.

31. All information contained in orders is confidential and cannot be disclosed.

32. The provisions of the Civil Code shall apply to matters not regulated by this agreement.

33. Disputes arising from this agreement shall be attempted to be resolved through negotiations between the Parties. In the event that they do not reach an agreement, the disputes will be settled by the competent Commercial Court for the Buyer.

General Purchase Terms and Conditions constitute an integral part of each Order.