



Zakład Mechaniczny
"BUMAR-MIKULCZYCE" S.A.
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 OUR BANK: PKO BP SA I/O Gliwice
 ACCOUNT No: 70102024010000030200390161



NL/548/ZMM/ /2013

Supplier:

Buyer:

PURCHASE ORDER

No

Date:

NIP: PL6481000642

| Item | Description of goods, materials or services | Unit | Quantity | Net price |
|------|---|------|----------|-----------|
| 1 | | | | |

Prepared:

We hereby declare that Z.M. „BUMAR-MIKULCZYCE” S.A. is an active VAT taxpayer

Time of delivery:
 Payment conditions:
 Transportation:
 Packaging:

.....
 (signatures and stamps)

General provisions concerning the Order No.

1. Technical conditions: the delivered goods listed in this order shall meet quality requirements specified in the technical documentation for a given good and in the appropriate standards.

2. Technical acceptance: the documents confirming the quality of goods shall be included in the delivery.

3. Packaging: shall be in compliance with the technical conditions currently in force, it shall have a sign informing if the package is returnable or non – returnable. The packaging must fully protect the goods during transportation and storage during the warranty period.

4. Warranty and claims: The Supplier provides warranty for the ordered goods /according to the regulations currently in force/ dating from delivery of the Client. In case of goods being subject to military acceptance, the warranty periods and conditions specified in the technical documentation shall be binding. The Client shall immediately notify the Supplier about all noticed quality defects or quantity shortages, no later however than within 14 days after the delivery receipt. In case of difficult to spot defects or damages, which might not be revealed at the taking over, the 14 days period shall start from the day of these defects or damages detection. Recipient reserves the right to compensation in case of defects requiring additional machining or other operations as well as the need of dismounting and assembly of the final product, regardless of the replacement of a defective product with a new one. This also applies to defective products found at Recipient's customer

5. Payment conditions: Price and payment terms related to the delivery of the goods covered by this purchase order shall comply to the agreements between the Client and the Supplier made prior to the order confirmation.

6. Order confirmation: The Supplier shall immediately, no later however than within 7 days from the purchase order receipt, confirm in writing its acceptance for realization. Lack of restrictions in the confirmation concerning the proposed conditions of these agreement stipulations shall be understood as Supplier acceptance thereof. At the same time lack of written order confirmation within 7 days shall be understood as the order conditions acceptance.

7. Penalties

7.1 The Supplier will pay the Buyer a contractual penalty of 0,2 % of the order value for each day of delay, but not more than 10 % of the value of delayed delivery.

7.2. The Supplier will pay the Buyer a contractual penalty of 10 % of the order value in case of withdrawal the contract realization because of reasons attributable to the Supplier.

7.3. If the penalties do not cover the damage, the Supplier has the right to claim the compensation on general rules.

7.4. The contractual penalties shall not apply in the case of delays caused by majeure force.

8. Other stipulations:

8.1 Before the agreed date of the delivery start-up, the Client reserves himself a right to terminate the agreement without bering to any compensation liabilities of this agreement proves to be ineffective.

8.2 Due to the implementation of the Quality Assurance System according to PN-EN ISO-9001:2009 standard, the Client reserves himself a right to conduct a control of the production technological process and quality acceptance of the ordered goods.

8.3 The correspondence related to the realization of this purchase order shall be sent to the Client (organizational unit: contact person) NL/ZMM,

8.4 Any changes to the stipulations thereof require a written form agreed by both Parties, otherwise this agreement shall become nul and void.

8.5 The matters not regulated thereof, the Civil Code regulations shall apply.

8.6 On the basis of the Art 509 C.C. ZM "BUMAR-MIKULCZYCE" S.A. declares that any liabilities or receivables resulting from this order shall not be transferred to any other party either legal or private person.

Remark: the goods may be a subject to trade of a strategic nature.