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Version 6

CONTRACTING PARTY/PAYER

INTERNATIONAL PAPER- KWIDZYN Sp z o.o.

International Paper - Kwidzyn limited liability company with its seat in Kwidzyn, 82-500, 1 Lotnicza Street, registered in the District Court in Gdańsk, 7th Commercial Department, National Court Register (KRS) No. 0000292525, National Business Registry (Regon) No. 002813078, **tax identification No. 581-000-45-87**, registration no. BDO 000017766, share capital 90.000.000 PLN,

Management Board: Tomasz Brodecki, Aneta Muskała, Krzysztof Grosser, Piotr Klimek

Mailing address: 82-500 Kwidzyn, ul. Lotnicza 1
Railway station: Kwidzyn B kod. 023119.
Phone No.: (55) 279 80 - 00
Fax: (55) 279 84 - 51 , 82 - 51
National Business Registry Statistical No.: P - 002813078
TAX IDENTIFICATION NO. : 581 - 00 - 04 - 587
Bank name: RBS Bank (Polska) S.A.
Account No.: **21167000040000643991055800**
SWIFT: ABNAPLPW

1. PROVISIONS CONCERNING REQUESTS FOR QUOTATION:

- 1.1. Request for quotation shall not form grounds for charging IP-Kwidzyn with the costs of preparing the quotation and may not form grounds for any other claims against IP-Kwidzyn.
- 1.2. Throughout the term of the bidding process IP-Kwidzyn reserves the right to request the bidder to provide additional data such as: National Court Register No. or any registration document, certificates, insurance policies, etc. under pain of rejecting the bid.
- 1.3. Failure of IP-Kwidzyn to reply to received bids within 21 days as of the date of submitting the bids shall be construed as rejection of the bids.

2. PROVISIONS CONCERNING THE ORDERS:

- 2.1. **CONTRACTOR IS OBLIGED TO CONFIRM ORDER ACCEPTANCE IN WRITING** (confirmation by persons authorized to represent the company in contact with external customers, in accordance with the entries in relevant court registers or economic activity records). **Only the confirmations meeting the above-mentioned requirements shall form grounds for work commencement.**
- 2.2. Failure to reply within 14 days as of the date of receiving the order shall be considered as acceptance of the order terms and conditions.
- 2.3. The Contractor may not conclude agreements with Subcontractors without the consent of the Contracting Party. Failure of the Contracting Party to raise objections in writing within 14 days as of the date of submitting by the Contractor an agreement or draft agreement with a Subcontractor, together with part of documentation connected with the performance of work stipulated in the agreement or draft agreement, shall be interpreted as the consent of the Contracting Party to conclude the agreement. The Subcontractor may not conclude agreements with further Subcontractors without the consent of the Investor and Contractor.
- 2.4. In the case of deliveries of chemicals the Supplier is obliged to provide a safety data sheet (in the Polish language). The packaging in which chemicals are delivered must be labeled in accordance with applicable regulations. The Act of 25 February 2011 on chemical substances and mixtures (Journal of Laws of 24 March 2011 No. 63, item 322).

3. VALUE ADDED TAX:

- 3.1. If the Contracting Party is not able to deduct the accrued VALUE ADDED TAX due to the fault of the Contractor, the Contractor undertakes to issue a **CORRECTIVE INVOICE** to compensate for the incurred loss.
- 3.2. **THE CONTRACTOR** is obliged to inform IP Kwidzyn of its 'Small Business Taxpayer' status and any changes of the status.

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4. PAYMENT TERMS:

- 4.1. THE CONTRACTOR is obliged to issue a settlement document /VAT INVOICE/ within the period specified by law after signing the acceptance protocol by the Contracting Party. THE CONTRACTOR is obliged to include IP-KWIDZYN ORDER NUMBER on the invoice. Failure to include the order number may cause a delay in invoice settlement at the responsibility of the person that issued the incorrect invoice. Payment shall be made after receiving a corrective invoice.
- 4.2. The date of debiting the account of the Contracting Party shall be deemed the payment date. Payment term may be extended if the Contracting Party lodges a complaint about the quality of services. In the event of a delay in payment due to the fault of the Contracting Party, the Contractor shall have the right to charge statutory interest.
- 4.3. Inquiries about the payment for issued invoices and settlement of accounts should be addressed to Capgemini Poland employees in Cracow authorized by IP Kwidzyn, phone No. (12) 63-16-325 or (12) 63-16-309.

5. IF SPARE PARTS ARE SUPPLIED PLEASE PROVIDE:

- a/ part labels,
- b/ Quality Control certificate.

6. Any information included on the invoice or other documents issued by the Supplier that is inconsistent with the accepted order shall not be legally binding on the Contracting Party.

7. CONFIDENTIALITY CLAUSE:

Any information included in this agreement (order and order acceptance) and connected with the performance of this agreement constitutes confidential information. Dissemination of the information in any form is forbidden. The Contracting Party has the right to impose a contractual fine in the amount of 20% of net order value on the Contractor (Supplier) in the event of a breach of the above-mentioned ban. The Contracting Party may also claim compensation pursuant to general provisions of law.

8. DECLARATION ON THE STATUS OF LARGE ENTREPRENEUR

International Paper - Kwidzyn limited liability company in Kwidzyn has the status of a large entrepreneur within the meaning of art. 4 point 6 of the Act of 8 March 2013 on preventing excessive delays in commercial transactions (consolidated text Journal of Laws from 2019, item 118, as amended by Journal of Laws from 2019, item 1649). A scan of the statement signed by the authorized person can be found at www.ipkwidzyn.pl in the "DOWNLOAD" tab.