

MM Kwidzyn sp. z o.o	<b>Enclosure No 8 to PS-12</b>	Strona	
	<b>Special Terms and Conditions of Purchase in MM Kwidzyn sp. z o.o.</b>	Liczba stron	nr strony
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**Wersja 12**

**ORDERING PARTY / PAYER / MM Kwidzyn**

MM Kwidzyn sp. z o.o. with its registered office at ul. Lotnicza 1, 82-500 Kwidzyn, registered in the District Court in Gdańsk, 7<sup>th</sup> Commercial Division of the National Court Register (KRS), under No 0000292525, Statistical ID No (Regon) 002813078, **Tax ID No (NIP) 581-000-45-87**, BDO registration No 000017766, share capital of PLN 90,000,000.

Shipping address	ul. Lotnicza 1, 82-500 Kwidzyn, Poland
Railway station:	Kwidzyn B code. 023119.
Head Office telephone No:	(55) 279 80-00
Telefax:	(55) 279 84-51, 82-51
Statistical ID No Regon	P - 002813078
<b>TAX IDENTIFICATION NUMBER - NIP:</b>	581-00-04-587
Bank name:	BNP Paribas SA
Account No:	22 1600 1462 1842 4530 1000 0001
SWIFT code:	PPABPLPK

1. These “Special Terms and Conditions of Purchase in MM Kwidzyn sp. z o.o.” shall take precedence over the General Terms and Conditions of Purchase of the Mayr-Melnhof Group (“GTCP”) within the scope specified therein.

**2. CLAUSES CONCERNING THE REQUEST FOR QUOTATION / OFFER:**

- 2.1. The Request for Quotation does not form the basis to charge MM Kwidzyn with the costs of preparing the bid and cannot be the basis for other claims against MM Kwidzyn.
- 2.2. In the course of the tendering procedure, MM Kwidzyn reserves the right to request from the bidder up-to-date data such as: the extract from the relevant register, certificates, insurances, etc. under pain of rejection of the bid.
- 2.3. The selection of the bid requires MM Kwidzyn to place an order. No response by MM Kwidzyn to the submitted bid within 21 days from the required date of submission means resignation from the bid.
- 2.4. Please provide the following information in your quotation: unit price, completion date, delivery terms, payment terms, CN code (Combined Nomenclature Code), country of origin and other information regarding purchase terms.
- 2.5. In case your offer is awarded, the Purchase Order (pdf file) placed by MM Kwidzyn sp. z o.o. will be sent to the same email address from which we have received your offer and will not contain the signature of MM Kwidzyn sp. z o.o. representative. Receiving such a Purchase Order is equal to the fact that it has been accepted by persons authorized to represent MM Kwidzyn sp. z o.o. If the Purchase Order is to be sent to another email address, please indicate it in your offer.
- 2.6. If applicable, one of the significant criterion of the tender evaluation is the impact on the energy result.
- 2.7. In case the quoted material is not standard load, the Instruction/Specification for unloading must be attached with the offer.
- 2.8. In the case of an offer issued by an entity registered for VAT in Poland, in a currency other than PLN, it is required to provide the name of the bank and the application of the exchange rate when issuing the invoice, in accordance with the provisions of the applicable law.

**3. ORDER-RELATED CLAUSES:**

- 3.1. The Supplier is obliged to confirm in writing that the order placed by a person authorised to represent the entrepreneur is accepted for processing. No comments within 14 days of receipt of the order shall be treated as acceptance of the terms and conditions of the order.
- 3.2. The consent of the Ordering Party shall be required for the Supplier to conclude a contract with the Subcontractor. If the Ordering Party, within 14 days of the Supplier's submission of the contract with the Subcontractor or its draft (together with the documentation concerning the execution of works or the supply of materials/goods specified in the contract or its draft), does not raise objections or reservations in writing, it is considered that the Ordering Party agreed to the conclusion of the contract with the Subcontractor. The consent of the Ordering Party and the Supplier shall be required for the Subcontractor to conclude a contract with a further Subcontractor.
- 3.3. For deliveries of chemicals, the Supplier is obliged to provide a product safety data sheet (prepared in Polish), in the current applicable format for safety data sheets for chemical substances and mixtures. Packaging in which the chemical is delivered must be labelled in accordance with the applicable regulations. The Act on chemical

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substances and their mixtures of 25 February 2011 (Journal of Laws of 24 March 2011 No 63, item 322, as amended).

- 3.4. All drivers of vehicles supplying raw materials or collecting products who enter the premises of MM Kwidzyn are obliged to have adequate personal protective equipment. This requirement also covers protective footwear.
- 3.5. In the case of non-palletised deliveries not exceeding 30 kg, the Ordering Party has the right to conditional acceptance of the shipment, i.e. with deferred quantitative and qualitative check.
- 3.6. In the case of making spare parts, the Ordering Party requires:
  - the marking of details;
  - a quality control certificate.

#### **4. TAXES:**

- 4.1. If, for reasons attributable to the Supplier, the Ordering Party is unable to deduct input VAT, the Supplier undertakes to issue a corrective invoice in order to compensate the loss suffered by the Ordering Party.
- 4.2. The Supplier is obliged to inform MM Kwidzyn of its status of a "Small Taxpayer" and of each change of this status within the meaning of the Goods and Services Tax Act of 11 March 2004 (Journal of Laws of 2004 No 54, item 535, as amended).

#### **5. REQUIREMENTS RELATED TO THE EXCISE DUTY.**

In the case of purchasing excise products:

- 5.1. The Supplier who is not a registered payer of excise duty is obliged to indicate in the invoices information about the amount of excise duty paid (the so-called excise status of the products sold). Failure by the Supplier to comply with the above obligation shall entitle the Ordering Party to demand that the Supplier cover the damage suffered by the Ordering Party which is equivalent to the amount of excise duty resulting from an unexpected excise duty, increased by the penalty imposed by the tax authorities as a result of the tax audit.
- 5.2. Pursuant to Article 10(12) of the Act on Excise Duty, the Ordering Party requires that the Supplier who is a registered payer of excise duty indicate on the invoice or a declaration accompanying the invoice the amount of excise duty included in the price of excise products.
- 5.3. If the information referred to in item 5.2 is indicated in the form of a separate declaration accompanying the invoice, the declaration should include:
  - details of the taxpayer, including the name and address of the registered office or residence,
  - tax identification number (NIP),
  - the amount of excise duty included in the price of excise products indicated on the invoice,
  - the date and place of the declaration,
  - legible signature of the person making the declaration.
- 5.4. The registered payer of excise duty, including the operator of the tax warehouse, is obliged to present the current certificate confirming the registration in CRPA (Central Register of Excise Entities).

#### **6. TERMS OF PAYMENT**

The Supplier is obliged to issue a settlement document (VAT invoice) after completion of the order (delivery of goods, after signing a positive acceptance report by the Ordering Party – services, etc.). The invoice in PDF format should be sent to the following email address: [inv.kwidzyn@mm.group](mailto:inv.kwidzyn@mm.group).

#### **7. STATEMENT ON HAVING A LARGE ENTERPRISE STATUS**

MM Kwidzyn has the **status of a large enterprise** within the meaning of Article 4c of the Act on counteracting excessive delays in commercial transactions of 8 March 2013. A scan of the statement signed by an authorised person can be found at [www.kwidzyn-download.com](http://www.kwidzyn-download.com).

#### **8. GDPR CLAUSE**

The Supplier is obliged to familiarise the Supplier's employees, and in the case of using a Subcontractor, employees of the Subcontractor with the "Information clause about the processing of personal data for contractors/subcontractors of MM Kwidzyn sp. z o.o.", available at [www.kwidzyn-download.com](http://www.kwidzyn-download.com).

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