

## **I SUBMISSION AND CONFIRMATION OF ORDERS**

1. ROYO POLSKA SP.O.O. places orders only in writing, by e-mail, by sending a system order in PDF format.
2. Confirmation of the order by the SUPPLIER takes place in writing, by e-mail, within a maximum of 48 hours from receiving the order.
3. The order confirmation must contain the following data: • Order number ROYO POLSKA SP.O.O. • Completion date (date of delivery to ROYO POLSKA SP.O.O. or the date of readiness for collection, depending on the arrangements) • Assortment - ROYO POLSKA SP.O.O indices. and the SUPPLIER index • The quantity of goods in a unit in accordance with the order of ROYO POLSKA SP.O.O. and information if the quantity is not in accordance with the order of ROYO POLSKA SP.O.O. (deadline for delivering the missing quantity)

## **II DATE OF COMPLETION OF ORDERS**

1. The SUPPLIER undertakes to complete the order within the time specified in the order by ROYO POLSKA SP.O.O. or other date confirmed by the SUPPLIER and approved by ROYO POLSKA SP.O.O.

## **III SUPPLIER'S OBLIGATIONS**

1. The SUPPLIER undertakes to deliver the goods in accordance with the order in terms of quantity and quality within the agreed time, at the agreed price.
2. The SUPPLIER protects the goods and is responsible for transport damage resulting from insufficient or inadequate packaging.
3. Unit packaging is included in the price of the goods.
4. SUPPLIER at least 1 day before the planned delivery by 14.00, is obliged to deliver ROYO POLSKA SP.O.O. a delivery notice that contains at least the following data: - day and time of delivery of goods to ROYO POLSKA SP.O.O. - the number of the order that is being delivered (or an indication of what goods will arrive and in what quantity) - number of pallets (or weight / size of the package) - car and trailer registration numbers or the name of the courier company - (optional) surname, telephone number of the driver It does not apply to receipts ordered by ROYO POLSKA SP.O.O.
5. The SUPPLIER attaches a packing list to the shipment, which includes the delivered assortment marked with ROYO POLSKA SP.O.O. indices, the quantity of delivered goods and the ROYO POLSKA SP order number. Z O.O.
6. On the day of delivery, the SUPPLIER will send a scan of the invoice by e-mail or attach the original to the package. It does not

apply to suppliers with whom an agreement on electronic document flow has been signed.

7. If the original invoice has not been attached to the shipment, the SUPPLIER will send the original invoice (paper version) by post to the following address: ROYO POLSKA SP.O.O. The invoice should contain the ELITY order number to which the delivery relates. The ELITY order number is included in the order sent in PDF format, starting with ZZ.

8. The supplier provides transport and covers its costs, unless agreed otherwise.

#### **IV OBLIGATIONS OF ROYO POLSKA SP. O.O.**

1. ROYO POLSKA SP.O.O. sends the order in the quantities required by the SUPPLIER's logistic or production minimum (e.g. full packaging).

2. ROYO POLSKA SP.Z.O.O. together with the order sent, it provides the SUPPLIER with all the information necessary for the correct performance of the order (technical drawings, patterns, specifications, etc.).

#### **V PRICES**

1. SUPPLIER Once a year (in January of each year) or at the beginning of cooperation with ROYO POLSKA SP.Z.O.O. provides the price list of the offered assortment, which are then approved by ROYO POLSKA SP.Z.O.O. The price list is valid until the next change agreed and confirmed in writing by both parties
2. 2. The change of the agreed prices cannot take place earlier than 60 days after the written information about the change has been sent.

#### **VI DELAYS OF DELIVERY**

1. The SUPPLIER is obliged to inform ROYO POLSKA SP.Z.O.O. about the possible delay in the execution of the order at least 5 working days before the planned delivery

2. In the event of delays, the supplier has the right to purchase a replacement material, after prior approval by ROYO POLSKA SP.Z.O.O., with the purchase difference being covered by the SUPPLIER.

#### **VII DELIVERY QUALITY**

1. The SUPPLIER is obliged to deliver the goods in accordance with the approved specification or technical documentation provided by ROYO POLSKA SP. Z O.O.

2. ROYO POLSKA SP. Z O.O. carries out random quality control of deliveries and, in the event of non-compliance, reserves the right to reject the non-compliant product in whole or in part. Each time after detection of non-compliance ROYO POLSKA SP. Z O.O. provide the supplier with a complaint protocol.

3. The SUPPLIER is obliged to confirm the receipt of the complaint within 48 hours from the date of notification and provide a report of corrective actions no later than 14 days from the receipt of the notification.

4. The SUPPLIER is obliged to replace the non-conforming goods with defect-free goods or to provide an invoice correction for the quantity of non-conforming goods.

5. ROYO POLSKA SP. Z O.O. the supplier may cover the costs caused by the non-compliance, in particular the costs of corrections, complaints or production suspension.

#### **VIII INSPECTION OF THE DELIVERED GOODS**

1. ROYO POLSKA SP. Z O.O. during delivery, he / she confirms receipt of packages, i.e. full boxes or pallets, based on their description and compliance with the delivery note.

2. Any non-compliance after a detailed quantitative inspection will be reported in the non-compliance report via e-mail.

#### **IX TERMS OF PAYMENT**

1. ROYO POLSKA SP. Z O.O. makes payments for invoices once a month, i.e. on the 15th of each month.

2. The SUPPLIER, by confirming the acceptance of the order for execution, agrees to the above payment scheme, in force at ROYO POLSKA SP. Z O.O.

3. The SUPPLIER cannot, without the express consent of ROYO POLSKA SP. Z O.O., expressed in writing, assign the receivables resulting from the deliveries made for ROYO POLSKA SP. Z O.O. for third parties.

#### **X COMMUNICATION**

1. Orders may be placed and confirmed only in writing (e-mail - .pdf or .xls file).

2. All information and arrangements regarding significant changes in the execution of orders (eg delays, change of dates, technological changes) are made only in writing.