



ZAKŁAD ELEKTRONICZNY Sp. z o.o.

Zakład Elektroniczny Omega Sp. z o.o.
32-084 Morawica
Morawica 375

tel. +48 12 390 66 00
e-mail: omega@zeomega.pl
www.zeomega.pl

D0502
Issue 1
19.08.2019

General Purchase Conditions of Zakład Elektroniczny Omega Sp. z o.o

The aim of these conditions is to determine the principles on which Zakład Elektroniczny Omega Sp. z o.o. purchases goods and services from Suppliers, ensuring that the required quality and punctuality is maintained.

1. Definitions

- 1.1. Z.E. Omega – Zakład Elektroniczny Omega Sp. z o.o. with its registered office in Morawica 375, entered into the Register of Entrepreneurs by the District Court in Kraków, 12th Economic Department of the National Court Register, no. 0000145175, NIP 679-002-90-81, whose initial capital is PLN 196,500.00.
- 1.2. Supplier – an entity with whom Z.E. Omega places inquiries and orders, in particular a supplier of goods, a seller, a service provider or a contractor.
- 1.3. Parties – Z.E. Omega and the Supplier, jointly.
- 1.4. GPC – these General Purchasing Conditions of Zakład Elektroniczny Omega Sp. z o.o.
- 1.5. Request for Proposal – a request directed at the Supplier in order to receive an offer for the delivery of goods or services. The offer should at least specify the price, quantity, lead time, offer expiry date and other required data specified in the RFQ (if any).
- 1.6. Order – a written order for goods or services placed by Z.E. Omega by e-mail, a letter or in person.
- 1.7. Goods – a product, a semi-finished product, a service or other items purchased by Z.E. Omega.

2. General

- 2.1. These GPC determine the principles of cooperation with regard to the delivery of goods and provision of services by the Supplier to Z.E. Omega. Consequently, they constitute an integral part of all RFP, offers, orders and confirmations of such orders.
- 2.2. The term “order” shall mean an order placed by Z.E. Omega and cover not only the subject of the order, but also the GPC.
- 2.3. The Supplier accepts the GPC and consents to the priority of their application in relation to all other conditions, in particular the Supplier's sales conditions.
- 2.4. Should there be any differences between the GPC and the stipulations of other contracts concluded by Z.E. Omega with the Supplier, the contractual stipulations shall prevail.
- 2.5. The GPC is available without any restrictions at Z.E. Omega website - www.zeomega.pl - and the information about them being in force is also found in the order.

NIP PL 679-002-90-81
REGON – 003925744
KRS0000145175
BDO 000030276
Raiffeisen Bank PLN Account
Raiffeisen Bank EUR Account
Raiffeisen Bank USD Account

District Court for Kraków Śródmieście
in Kraków, 12th Economic Department
Initial capital PLN 196,500.00
PL 25 1750 1048 0000 0000 2353 5327
PL 46 1750 1048 0000 0000 2368 8597
PL 56 1750 1048 0000 0000 2368 8611
SWIFT RCBWPLPW



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3. Offers and Orders

- 3.1. Z.E. Omega places orders in writing, by e-mail, a letter or in person.
- 3.2. A Supplier accepting an order shall confirm it within two business days to the e-mail of the person placing the order and a CC to purchasing@zeomega.pl.
- 3.3. If the confirmation of the order is not provided on time or if it contains any changes in relation to the order, Z.E. Omega reserves the right to cancel the order without being liable for any costs or consequences.
- 3.4. If the Supplier's confirmation contains any changes in relation to the order placed by Z.E. Omega, it shall be treated as a new offer and shall require a written confirmation by Z.E. Omega.
- 3.5. Should Z.E. Omega entrust the Supplier with any detailed information needed to prepare the offer or complete the order, such as technical documentation, drawings, designs, etc., the Supplier shall secure the access to such data and may not make them available to any third parties. If this is required due to the execution of any subcontracted jobs, it must be submitted in writing and accepted, in the same form, by Z.E. Omega.
- 3.6. The Supplier shall not be eligible for any remuneration or other claims for the work completed by them in order to prepare and provide a sales offer, a cost estimate, a trade offer or samples of materials.

4. Delivery of Goods and Lead Time

- 4.1. The delivery must conform to the order in terms of all specified parameters of the Goods (in particular: the subject of the order, price, quantity, quality, lead time) agreed upon during the stage of RFP or the order.
- 4.2. Unless agreed otherwise, the deliveries shall be made to the location specified in the order. Unless another location is specified, the place of delivery shall be the registered office of Z.E. Omega.
- 4.3. The delivery of the Goods shall be made pursuant to the delivery conditions conforming to INCOTERMS 2010.
- 4.4. All deliveries organized at the expense of Z.E. Omega (by the Supplier's carrier or using Z.E. Omega's customer number) should be completed with standard service. Using express delivery must be advised in writing by a Z.E. Omega's employee. All costs of express deliveries ordered by the Supplier without Z.E. Omega's written confirmation shall be borne by the Supplier.



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- 4.5. The Supplier may not introduce any changes to the subject of the order without a written approval from a responsible employee of Z.E. Omega. in particular, this shall apply to any changes in the used materials, parts, components, technologies, production processes and production sites.
- 4.6. Should the Supplier be unable to observe the previously confirmed date, intends to complete the delivery sooner or in a different quantity than that specified in the order, they shall submit their intent to change the parameters in writing and obtain a written permit from Z.E. Omega.
- 4.7. Failure to complete a timely delivery, as confirmed by the Supplier, may result in subjecting them to additional costs, such as those resulting from production stoppage, dedicated or express transport, difference in price of Goods purchased from an alternative buyer or a fine imposed on Z.E. Omega.
- 4.8. Z.E. Omega reserves the right to refuse to accept untimely deliveries and return them at the Supplier's risk and cost.
- 4.9. Accepting a delayed delivery without reservations may not be interpreted as waiving any rights pertaining to Z.E. Omega due to untimely completion of the order.
- 4.10. In the case of framework / buffer orders, the Goods may be delivered to Z.E. Omega only after agreeing on the delivery date and batch in advance with an employee of the Purchasing Department of Z.E. Omega.
- 4.11. The expiry date of the delivered Goods may not be shorter than 80% of the maximal period foreseen for this specific type of product, starting from the day of production.
- 4.12. Z.E. Omega becomes the owner of the Goods on the day of delivery, at the latest, if Z.E. Omega had not received the title of ownership subject to a contract or other transaction concluded earlier.

5. Packing and Sending Documents

- 5.1. Each delivery of the Goods to Z.E. Omega must be accompanied with a delivery note. This may be a VAT invoice or other document issued by the Supplier, carrying their data, e.g. a Stock Issue Confirmation (Pol. WZ), a packing list, etc. The Supplier shall provide with the delivery a document containing:
 - 5.1.1. Z.E. Omega's order number;
 - 5.1.2. The Supplier's full name and address;
 - 5.1.3. The Supplier's product designation and Z.E. Omega's goods code;



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- 5.1.4. Quantity;
 - 5.1.5. Weight;
 - 5.1.6. Country of origin;
 - 5.1.7. And any other necessary documents, such as approvals, certificates, quality certificates, warranty sheets, etc.
 - 5.2. If the VAT invoice is not attached to the delivery, it should be emailed to purchasing@zeomega.pl on the day of the shipment, at the latest.
 - 5.3. The agreed payment term shall start from the delivery of a correctly issued VAT invoice and all other documents to Z.E. Omega. If the Supplier delivered the Goods earlier than on the previously agreed date, and obtained a Z.E. Omega's consent to this, the payment term shall start from the day declared in the original confirmation.
 - 5.4. Each collective packaging must at least display the Z.E. Omega's order number and the Supplier's full name and address.
 - 5.5. Individual packaging included in the collective packaging must be described with the Supplier's full name and address, Z.E. Omega's product code and the quantity inside.
 - 5.6. The Supplier shall package the delivery for transport and storage to ensure its unchanged condition. The Supplier shall be liable for any costs that may arise due to improperly securing the goods for delivery or handling.
 - 5.7. The Supplier shall use packaging that satisfy the standards and use marking as required by the relevant legal regulations and environmental safety regulations for the agreed destination, in particular the act on packaging and packaging waste published in the Journal of Laws 2013, Item 888, as later amended. The Supplier shall be fully liable for the conformance of the delivered products with the above requirements and for any damage resulting from breaching the statutory requirements.
 - 5.8. The Supplier shall mark the delivered Goods with safety marks, compliance marks and other marks required under the legal regulations in force in Poland and European Union.
- 6. Complaints and the Supplier's Liability**
- 6.1. The Supplier shall guarantee that the delivered Goods satisfy all standard and statutory requirements in force for the registered office of Z.E. Omega.
 - 6.2. The Supplier shall provide at least 36 months of quality warranty for the delivered Goods.



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- 6.3. If the delivered Goods are defective, i.e. they fail to satisfy the agreed quality or the products manufactured by Z.E. Omega with these Goods show defects for reasons not attributable to Z.E. Omega, the Supplier of the defective goods or services shall be immediately informed about this fact with a written complaint by Z.E. Omega.
- 6.4. The filed complaint shall withhold the payment to the Supplier, equivalent to the value of the delivery subject to the complaint, until the complaint is resolved.
- 6.5. Z.E. Omega reserves the right to charge the Supplier of the defective Goods with warranty handling costs in the amount of EUR 25.
- 6.6. The Supplier shall immediately complete a replacement delivery of Goods that are free of defects, in time agreed by both Parties. Should the Supplier be unable to replace the goods and they are urgently needed for production, Z.E. Omega reserves the right to purchase the goods from an alternative source and charge the Supplier with the price difference.
- 6.7. Z.E. Omega reserves the right to charge the Supplier of the defective Goods with the costs related to the use of the defective goods for production.
- 6.8. Z.E. Omega reserves the right to file a complaint at any time during the term of the warranty. The delivered Goods are subject to random control at arrival or internal control at various production stages. Should the Goods prove to be defective, the Supplier shall cover the costs of tests and analyses performed by Z.E. Omega.

7. Environmental Protection

- 7.1. The Supplier shall guarantee that all components and raw materials satisfy and are compliant with the following legal requirements:
 - 7.1.1. RoHS Directive;
 - 7.1.2. Reach Regulation;
 - 7.1.3. Conflict Minerals;
 - 7.1.4. Packaging and packaging waste management act;
 - 7.1.5. OSH and environmental protection regulations.
- 7.2. The Supplier shall provide the documents specified under Item 7.1.1, 7.1.2 i 7.1.3 with the first delivery of the Goods or at any other date as required by Z.E. Omega.

8. Confidentiality and Data Protection

- 8.1. Any information provided to the Supplier by Z.E. Omega, in particular technical, industrial, related to production, business and financial, is confidential. This shall also



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apply regardless of the manner of providing such information, whether orally, in writing or otherwise, or in the form of drawings, descriptions, specifications, by electronic means, related documentation, samples or prototypes. This shall also apply to information obtained in connection with the order by the Supplier's representatives, suppliers, subcontractors, authorized individuals or full time and part time employees.

- 8.2. No components manufactured on the basis of designs, drawings or documentation provided by Z.E. Omega may be used by the Supplier or provided to third parties for any commercial purposes, regardless of the form of transaction, whether free or at a price.
- 8.3. Should a separate confidentiality agreement be concluded between Z.E. Omega and the Supplier, it shall prevail over the GPC.

9. Final Stipulations

- 9.1. The Polish law shall be applicable to Z.E. Omega's orders, issuing, preparing and completing them, and to the resulting contractual and trade relations. The sole body for solving disputes shall be a common court competent for the registered office of Z.E. Omega. Consequently, the Parties waive the application of the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980.
- 9.2. A Supplier that concludes an agreement with Z.E. Omega, confirms an order from Z.E. Omega or commences its completion without a confirmation, shall unconditionally accept all stipulations in the GPC.
- 9.3. Without a written consent of Z.E. Omega, the Supplier may not transfer any liability resulting from the completion of the order or agreement to any third parties.
- 9.4. The GPC shall come into force on August 19, 2019.