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## GENERAL TERMS AND CONDITIONS OF DELIVERY IF EFFECT AT THE ŁUKASIEWICZ RESEARCH NETWORK-INSTITUTE OF AVIATION

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## § 1 GENERAL PROVISIONS

- 1.1. General Terms of Delivery (GTCD) regulate the principles of the Orders implementations between the Purchaser (i.e Łukasiewicz Research Network- Institute of Aviation) and the Contractor.
- 1.2. GTCD apply to Orders concluded between Purchaser and the Contractor for which there is no contract or any other essential agreement provisions (written form)
- 1.3. Any deviations from GTCD must be based on separate agreements (contracts) reached between Parties in writing under pain of being declared null and void , or on mandatory legal provisions. Potential terms and conditions of delivery stipulated by the Contractor and which are contrary to the GTCD shall not be binding for the Ordering Party, even if these potential terms and conditions became known to the Ordering Party as a result of previous occurrences such as inquiries, orders, etc., and where not explicitly questioned by the Ordering Party, as well as when the Ordering Party - having the knowledge about the different terms and conditions stipulated by the Contractor - decided to award the Contractor with a Contract without any additional reservations
- 1.4. In case of any discrepancies between the contents of the GTCD and certain documents (among others, rules and regulations, general terms and conditions for performance of contracts) applicable at the Contractor's company, the provisions of these GTCD shall prevail.
- 1.5. These GTCD have been drawn up in Polish and are provided with their English translation attached. In case of any discrepancies between the original and the translated version of the GTCD, the Polish version shall prevail.
- 1.6. In all matters not settled in the GTCD, the related Polish regulations shall apply, and the court competent to hear disputes shall be the court having jurisdiction over the Ordering Party's registered seat.
- 1.7. The current version of the General Terms of Delivery is available on the website of the Purchaser at <https://ilot.lukasiewicz.gov.pl/gtcd/>

## § 2 FULFILMENT OF THE PURCHASE ORDERS


- 2.1. The Contract is awarded by placing by Purchaser an Order with the Contractor.
- 2.2. The Contractor is obliged to confirm the acceptance of Purchase Order via email. In the email that contain confirm statement the person that submits the Order should be, marked (name, surname, position, additional contact data). While accepting the Contract for performance, the Contractor accepts the provisions of the General Terms and Conditions of Delivery
- 2.3. Confirmed contract means that its provisions are accepted, and its performance is undertaken.
- 2.4. Confirmation of accepting the Contract for performance should be issued within two working days from the date of awarding the Contract. When this time lapses, the Contract shall no longer be binding for the Ordering Party.

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- 2.5.** Performance of the Contract shall be agreed between the Ordering Party and the Contractor before commencement of performance of the Contract by the Contractor and confirmed via electronic mail by the Ordering Party.
- 2.6.** The Contractor is obliged to provide information about Order at each stage of its implementation .
- 2.7.** In case the Ordering Party needs to change the terms and conditions of the Contract at any stage, the Parties agree on new terms and conditions for performance of the Contract via electronic mail, before the Contractor commences the performance.
- 2.8.** In case some additional requirements to the subject matter of the Contract are put forward, the Contractor shall be obliged to perform the Contract according to all requirements stipulated therein. All documents sent along with the Contract pose its integral part, therefore the Contractor is obliged to attach all quality documents that refers to ordered by purchaser material.
- 2.9.** If there is a need to perform the Contract with use of the Ordering Party's equipment/device, the Contractor shall be responsible for all damages or loss of the entrusted property's value.
- 2.10.** In case it is impossible to meet the Contract's requirements, the Contractor undertakes to inform the Ordering Party thereof via electronic mail, within one working day from receiving the Contract.
- 2.11.** The Contractor is fully responsible for any negligence or omission of their employees, entities and persons that the Contractor delegates for performance of the Contract , as it was his own negligence or omission.
- 2.12.** The Contractor is obliged to ensure qualified staff that will carrying out the Order.

### **§ 3 TERMS OF DELIVERIES**

- 3.1.** Deliveries of goods should be carried out in packaging that protecting them against damage during loading, transport and unloading.
- 3.2.** The supplier is obliged to deliver assortment within the lead time and conditions specified in Purchase Order.
- 3.3.** Acceptance of deliveries to the warehouses will be set in working days from 8:00 to 15:00.
- 3.4.** By business days the Parties understand the days from Monday to Friday, excluding Saturdays and public holidays.


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- 3.5.** In case when supplier delivers assortments outside the working days indicated in point 3.3 the Purchaser has the right to refuse accepting delivery. In that case , the Supplier is obliged to deliver assortments again on the date agreed with Purchaser.
- 3.6.** Any Purchase Order changes require confirmation by both sides via email.
- 3.7.** Deliveries will take place to the below address unless another place of delivery is specified on the order.

**Łukasiewicz Reasearch Network-Institute of Aviation**  
Al. Krakowska 110/114  
02-256 Warsaw  
Poland

#### **§ 4 NOTIFICATION AND RECEIPT OF DELIVERIES**

- 4.1.** The Contractor is obliged to inform the Purchaser in electronic form at least 2 working days before the planned delivery date about being ready to send purchase order.
- 4.2.** Notifying the delivery the Contractor should indicate to the Purchaser following data:
- a)** The Contractor data,
  - b)** Purchase Order number,
  - c)** Delivery time.
- 4.3.** The Contractor may also specify the type of transport, its registration number and the contact number to the carrier/ courier.
- 4.4.** The supplier is obliged to provide the specification of the delivered assortments with the delivery.(Delivery Note document, waybill with the parcel specification) and acceptance documents resulting from condition included in the Order.
- 4.5.** To the each delivery the confirming documents should be added with applicable standards, allowing assortments to be given to the market in accordance with the order conditions .
- 4.6.** The Contactor is obliged to provide the documents referred in point 4.4 and 4.5 i paper or electronic form in Polish. Deviations are allowed in accordance with the provisions in Order.
- 4.7.** The documents should be delivered at the latest with delivery before signing the Delivery Acceptance protocol.
- 4.8.** If delivery is delivered by a carrier(or courier), employee of the Contractor checks and confirms to the carrier or the courier just the quantity of packages and absence of external damages In that case Purchaser should make control deliver within 5 working days from delivery date. I case of non-compliance of the delivery during delivery control, it is considered that the noncompliance existed at the time of delivery by carrier/courier.
- 4.9.** In case there are some discrepancies of the order in delivery appears, especially if delivered assortments where damage , incomplete or if Contractor do not provide required documents, this fact will be noted in complaint Protocol- non-compliance delivery. In the situation referred to in the

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point 4.8 after delivery control, the Purchaser shall inform the Contractor about noncomplaints within 2 days from the date of the delivery control.


- 4.10.** Reception condition of delivered assortments is a Delivery and acceptance report signed without reservation by the Purchaser after delivery control. In case of irregularities referred to in point 4.9 appears, the acceptance report shall be signed after the Contractor has removed the irregularities. Confirmation of receiving the parcel referred in point 4.8 does not mean signing the Delivery Acceptance Protocol.
- 4.11.** The Contractor is obliged within 7 working days from the date of notification by Purchaser of delivery non-compliance in accordance with point 4.9. deliver the missing assortment at his own expense, replace it for non-defective one or provide missing documents. The deadline may be extended by Purchaser permission.
- 4.12.** In case when Contractor within term limit indicated in point 4.11 will not remove mismatch in delivery, the Purchaser refuses to accept delivery, which will be full or in part not in accordance to the order returned do the Contractor at his expense and risk along with the invoice and the Complaint Protocol- delivery mismatch.
- 4.13.** The ownership and risk of loss or delivery damage shall pass to the Purchaser upon signing by him Acceptance Protocol without reservation.

## § 5 ORDER CANCELATION

- 5.1.** In case when Purchaser cancel Purchase Order due to the not on time deliver by Contractor, Purchaser has the right to claim compensation for damage suffered.
- 5.2.** Order cancellations will be send via e-mail to the Contractor.

## § 6 SUPPLIER EVALUATION

- 6.1.** Each delivery is assessed after each Order completed by the Supplier, on the basis of:
- 0 – not accordance,
  - 1 – in compliance.
- 6.2.** The following criteria are subject to the assessment of the delivery:
- Timeliness of the service / delivery (compliance with the offer / order);
  - Price (compliance with the offer / order);
  - Quantity (compliance with the order);
  - he quality of delivered materials / services / equipment (compliance with the specification);
  - Customer Service - Communication with the Supplier / approach to the customer / technical support or service.
- 6.3.** The data obtained from the evaluation of each delivered delivery constitute the basis for the cyclical evaluation of the Key Supplier. Assessment of Key Suppliers is carried out in order to

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improve the quality of services and may have an impact on the amount of material / service ordered from individual suppliers.


- 6.4.** The supplier receives a score for a given delivery period according to the percentage breakdown:
- A rating - Recommended supplier - above 95%;
  - B rating - Recommended supplier - percentage range - from 85% to 95% (inclusive);
  - C rating - Recommended supplier - percentage range - from 60% to 85% (inclusive);
  - D rating - Supplier not recommended - less than 60%.
- 6.5.** Depending on the Supplier's obtaining an appropriate assessment after the specified period, the Ordering Party will require the Supplier to carry out appropriate actions:
- Assessment A - does not require presentation and implementation of corrective actions;
  - Assessment B - does not require presentation and implementation of corrective actions;
  - Assessment C - does not require presentation and implementation of corrective actions;
  - Assessment D - Supplier requires re-qualification and presentation and implementation of corrective actions.
- 6.6.** The Key Supplier is informed about the evaluation obtained in a given period by electronic means, in the form of a model e-mail message.
- 6.7.** The Purchaser reserves the right to change the percentage thresholds of the Supplier Assessment without the need to provide this information to its Contractors.

## **§ 7 PAYMENT TERMS**

- 7.1.** The Purchaser makes the payment after the Contractor has successfully completed the order and receiving a Vat invoice issued in accordance with applicable law and the payment terms.
- 7.2** The contractors is obliged to place Purchaser's Order number on the invoice issued.
- 7.3** In accordance with the provisions of Act of 9 November 2018 on electronic invoicing in public procurement, concessions for constructions works or services and public-private partnership (Journal of Law item 2191), the Contractor has the option of providing an electronic invoice via Electronic Invoicing Platform after logging to the platform <http://pefexpert.pl/>
- 7.4** Due to the functioning of the Electronic Document Circulation (EOD), the Employer enables the Contractor to sign a declaration regarding the sending of invoices by electronic means to the e-mail address indicated in the agreement

## **§ 8 CLAIMS**

- 8.1.** In case of delivering defective product including with a hidden defect the Purchaser should submit a written complaint. The Contractor is obliged within 14 days (in other reasonable cases and agreements with Purchaser this term may be changed), should consider the submitted

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complaint and provide to the Purchaser written answer about the complaint and respond to the manner of its implementation.


- 8.2. If the complaint is accepted, the Contractor is obliged to deliver to the Purchaser the goods free of defects , within no more than 7 working days, except the situation agreed between Parties.
- 8.3. In case when the Contractor identifies some incompatibility in the subject of Contract, he is obliged to inform Purchaser via email before proceeding the order, in any case within one working day from the moment of defecting detection.

## **§ 9 WARRANTY**

- 9.1. The Contractor provides the Employer with a guarantee of the quality of delivered assortments for the period indicated in the order or in accordance with the manufacturer’s warranty, whichever is longer. The warranty period for a given delivery starts from the day they are issued to the Purchaser, unless the parties agree differently.
- 9.2. The Contractor guarantee that ordered materials or services will have contractually provided properties. The service should be done in accordance with the latest state of knowledge and technology. .
- 9.3. In case of goods covered by guaranty, the Contractor is obliged to deliver to the Purchaser with materials or services with the appropriate warranty documents.
- 9.4. The Contractor guarantees that the quality and marking of the materials supplied with applicable standards in accordance with applicable regulations, as well as the requirements specified in the order and this General Terms of Delivery.
- 9.5. Independently of liability under guarantee, the Contractor is responsible under the warranty for material or services defects.
- 9.6. The Contractor ensures that during the warranty period the product range, which will be delivered to the Purchaser, will be free from any defects.
- 9.7. As part of the warranty, the Contractor undertakes to accepts reports send by email by the Ordering Party on products defects. , diagnostics of defects of a given material, immediate free repair or replacement of a defective product for a new one, free from defects, no later than 7 days from the date of sending notification.
- 9.8. If, during the performance of the obligations under the quality guarantee, instead of defective item the defect-free item has been delivered, the period of the quality guarantee shall run anew from the moment of delivery of material free from defect.
- 9.9. The Contractor has no right to refuse to fulfil the guarantee.

## **§ 10 CONFIDENTIALITY**

- 10.1. The Contractor undertakes to inform the Ordering Party of whether the goods that pose the subject matter of the Contract are of strategic nature as stipulated in the Act of 29 November

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2000 on foreign trade in goods, technologies and services of strategic significance for state security and the maintenance of international peace and security.

**10.2.** The Contractor undertakes to keep all information provided/shared by the Ordering Party in relation to the Contract and its performance in secret, especially:

- a)** To keep secret all the information that constitutes the business secret as stipulated in Article 11(4) of the Act on combating unfair competition of 16 April 1993
- b)** Not to copy, reproduce or disseminate in any form the information provided by the Ordering Party, except some situation where it is necessary to perform the Contract and the Ordering Party expressed its written consent on such actions

- c)** To observe the applicable regulations in term of personal data protection according to the Act of 10 May 2018 on Personal Data Protection (Journal of Laws of 2018, item 1000).

**10.3.** All materials handed by the Ordering Party to the Contract in relation to performance of the Contract, as well as those that were generated as a result of its completion (in writing, graphic, saved in an electronic form or in other manner) shall be confidential and cannot be distributed or shared with any thirds parties or otherwise disclosed without the Ordering Party's prior written consent, save for cases where the Contractor obtained the Ordering Party's written consent.


**10.4.** The Contractor shall be responsible for maintaining the confidentiality by all third parties that the Contractor employs for performance of the Contract.

**10.5.** If cooperation between the Parties regarding the Contract requires the Ordering Party to share the information, and may cause emergence of any new concepts and solutions that pose the know-how as stipulated in the definition provided in the Commission Regulation (EU) No 316/2014 of 21 March 2014 on the Application of Article 101(3) of the Treaty on the functioning of the European Union to categories of technology ("know-how") and documents (designs, models, drafts, reports, analyses, drawings and other) transfer agreements, which pose works as stipulated in the Act of 4 February 1994 on Copyrights and Related Rights (hereinafter referred to as: "the work"), the Parties understand and decide that the exclusive owner and creator of those rights (know-how, the works) shall be the Ordering Party, and the Contractor shall have no right to dispose of/employ/use them in any manner whatsoever. In case the provisions of this point are violated, the Ordering Party shall be entitled to charge a contractual penalty to the amount agreed on in the Contract, for each actual case of violation. After performance of the Contract is accomplished, the Contractor shall destroy all the materials shared by the Ordering Party.

## **§ 11 ADDITIONAL REQUIREMENTS FOR GTCD**

**11.1** **Additional requirements to the General Terms of Delivery apply only to Orders, in which information regarding its implementation in accordance with the AS-9100 standard will be indicated.**



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- 11.2** By conclusion of the contract described on point 2.1, the Contractor declares that he will provide and maintain a quality management system based on a process approach, including a system for controlling and process control necessary to implement the product or service in accordance with the requirements specified by Purchaser. The Contractor undertakes to maintain Objective Evidence obtained by observation, measurements and tests confirming compliance with requirements specified by Purchaser in relations to process as well product and services implementation.
- 11.3** The Contractor is obliged to use external Suppliers approved or indicated by the Purchaser including process sources, in a manner specified by the Purchaser in Order.
- 11.4** The contractor is required to apply supervision to the direct Subcontractors in order to ensure compliance with the requirements specified by the Purchaser Contractor.
- 11.5** The Contractor guarantees and declares that the goods delivered by contract will not contain any imitate elements it will be original and will have authentic unchanged original marks.. The Contractor for Purchaser request will immediately provide a certificate of compliance obtained from the manufacturer, authorized seller or distributor.
- 11.6** The contractor is obliged to provide the external Suppliers with applicable requirements, including requirements provided by Purchaser in accordance with the provisions of the contract on confidentiality.
- 11.7** Under the request of the Purchaser, the Contractor is required to provide samples for purposes such as project approval, carrying out process/product inspection/verification , investigation or audit.
- 11.8** The Contractor undertakes to maintain documented information regarding the implementation of subject of the contract in accordance with the requirements of the Purchaser specified in the Order, including the specified time for keeping this information and the requirements for its removal.
- 11.9** The Contractor is obliged to grant the right to access for the Purchaser, his clients and regulatory authorities (e.g. ULC, FAA, EASA) applicable to the order, areas in facilities and documented information at every level of supply chain.
- 11.10** The supplier of materials and services is obliged to keep full documentation and certificates regarding the goods and services delivered for the period indicated on the Order and make them available upon request to an authorized representative of the Łukasiewicz Research Network-Institute of Aviation. After the deadline has expired, the Supplier shall contact the Purchaser to determine further handling of the documentation.