	General Terms and Conditions for Suppliers	Opracował:	M.Cackowska	Numer dok: MCPZ.GE.00.BPR.00.07
		Zatwierdził:	C. Bonnet	Wersja 3.0
		Poziom std.		Strona: 1 of 6 Data wydania wersji: 19.01.2024

§1. General provisions


1. These General Terms and Conditions of Cooperation – Requirements for Suppliers (hereinafter referred to as „General Terms and Conditions) regulate the principles of executing orders and cooperation between Mueller Fabryka Świec SA. (joint stock company) with its registered office in Biały Bór (hereinafter referred to as “MUELLER”), and counterparties / suppliers / contractors (hereinafter referred to as “Supplier”) in terms of delivery of all movable properties purchased by MUELLER, services provided or works performed to the benefit of MUELLER.
2. The General Terms and Conditions constitute an integral part of each order coming from MUELLER. It is assumed that the Supplier, by accepting an order or proceeding to perform activities resulting from the Order, has accepted terms and conditions of the Order and General Terms and Conditions without any changes.
3. Suppliers place offers gratuitously by electronic means or in paper form, giving data on quantity and quality, net prices (unit and total), terms and conditions of deliveries, packaging and other elements required by MUELLER.
4. Potential samples are delivered by the Supplier gratuitously and at their expense, and they are not reimbursed to the Supplier.
5. Mueller reserves the right to verify financial data of the Supplier and apply for additional explanations, if presented data raise doubts.
6. Applicability of these General Terms and Conditions of Cooperation is indefinite.

§ 2. Definitions

1. Delivery – delivery or sale of objects or performance of services to the benefit of MUELLER on the basis of the Order.
2. Party – Supplier and MUELLER acting separately, for their own accounts and on their own behalf.
3. Parties – MUELLER and Supplier acting altogether.
4. Order – the order in written or electronic form concerning the delivery or sale of an object or performance of services directed by MUELLER.
5. MUELLER premises – MUELLER facility in Grudziadz and/or branches of MUELLER.

§ 3. Orders

1. If deliveries of goods and services are performed by Suppliers on the basis of MUELLER order, the order is delivered to the Supplier by electronic way. The Order specifies the type of goods or services, quantity, net unit price, date, and place of performing the delivery, as well as other information necessary for the completion of the Order.
2. Each order placed by MUELLER has a number and an article number that the Supplier will refer to in their delivery documents, and specifically on the invoice and proof of delivery (delivery note).
3. Supplier is obligated to comply with the Standard of receipt of goods to Packaging Warehouse. Delivery conditions other than these terms and conditions, are binding only after the written confirmation by MUELLER, under pain of nullity.
4. Supplier submits a declaration on acceptance or refusal of the order within 1 working day from the day of receiving the order if the order has been directed to the Supplier before noon.

	General Terms and Conditions for Suppliers	Opracował:	M.Cackowska	Numer dok: MCPZ.GE.00.BPR.00.07
		Zatwierdził:	C. Bonnet	Wersja 3.0
		Poziom std.		Strona: 2 of 6 Data wydania wersji: 19.01.2024

In remaining cases, the Supplier submits a declaration on acceptance or refusal of the order within 2 working days from the day of receiving the order. Lack of response of the Supplier in the period mentioned above is equivalent to an acceptance of an order for completion.


5. Accepting the order with its integral part, which is these General Terms and Conditions of Cooperation will be made by the Supplier in written or electronic form.

§ 4. Delivery

1. Delivery should be performed on terms and conditions given in the order, in particular regarding the object of delivery, its quality and quantity, price, date of completion, as well as terms and conditions of the delivery.
 - a) Date of delivery runs from the day of placing the Order.
 - b) Supplier is absolutely obligated to observe the deadline of the delivery. In the case, when the Supplier recognizes that they will not be able to meet the deadlines of deliveries determined in the order, they are obligated to immediately notify MUELLER, giving reasons for the delay and its expected length. In such a case, MUELLER reserves the right to cancel the order, without incurring any costs, and the Supplier accepts this right.
 - c) In each case, the Supplier is liable for damages occurring due to non-completion, delayed completion, or improper completion of the confirmed order.
2. Delivery should be made to the address indicated by MUELLER in the order, at the responsibility and risk of the Supplier, unless the order provides otherwise.
3. Supplier bears the risk of loss and damaging the goods, until they have been collected by MUELLER.
4. If, in connection with the performance of the contract or order, the Supplier received drawings, drafts or other supporting materials, they can be used only in order to complete the contract or order. These materials remain the possession of MUELLER, and their handover to the Supplier does not result in transfer of any rights thereto. After the completion or expiry of the contract, these materials should be immediately returned to MUELLER or be subject to recorded destruction by the Supplier, having been granted approval from MUELLER.
5. In the case of force majeure, the date of completion shall be extended appropriately. What is meant by force majeure is an external occurrence not possible to foresee and prevent, such as: flood, earthquake, and other natural disasters, acts of war.
6. Supplier shall notify MUELLER of force majeure immediately, however not later than 2 days from its occurrence, under pain of loss of right to refer to these facts.

§ 5. Proof of delivery

1. The document of proof of delivery of goods is a delivery note drawn up by the Supplier in two identical copies.
A delivery note must contain at least:
 - Date of issue of the goods from the Supplier's warehouse, and the delivery note number,
 - Order number + MUELLER article number,
 - Specification of the range of delivered goods in the structure compliant with MUELLER order,
 - Quantity of delivered goods,
 - Quantity of return packaging (if applicable),
 The delivery document cannot contain the price.

	General Terms and Conditions for Suppliers	Opracował:	M.Cackowska	Numer dok: MCPZ.GE.00.BPR.00.07
		Zatwierdził:	C. Bonnet	Wersja 3.0
		Poziom std.		Strona: 3 of 6 Data wydania wersji: 19.01.2024


2. Supplier is obligated to obtain a receipt of delivery acceptance in the form of legible signature and stamp of a MUELLER employee that accepts the goods. In the case of a complaint, the Supplier is burdened with the consequences of not obtaining such a receipt. The Supplier shall, at their own risk, ensure that they obtain a receipt by a carrier.
3. The proof of completion of the ordered service is the acceptance protocol of the service by persons authorized by MUELLER and the Supplier.

§ 6. Invoice for the delivered goods or service

1. The invoice must be sent to the address of MUELLER registered office, irrespective of place of delivery. Electronic shipment of the invoice is preferred to a dedicated address: e-faktura@mueller-swiece.pl and signing an additional agreement on sending invoices electronically.
2. The invoice must contain:
 - a. Address of MUELLER registered office, and data as follows:
 - a. Tax Identification Number NIP,
 - b. MUELLER order number, which it concerns,
 - c. Name of delivered goods or service,
 - d. Index of goods or service from the MUELLER order,
 - e. Quantity,
 - f. Price,
 - g. Date of payment,
 - h. Bank account number that is on the „whitelist” of the Ministry of Finance for polish Suppliers,
 - i. Other data required by binding provisions of law or resulting from the contract.
3. Structure of goods on the invoice should match the sequence of goods and services according to the MUELLER order and delivery document referred to in § 5 of these General Terms and Conditions of Cooperation.
In the case when an invoice does not meet the requirements specified in points 1 and 2, when the price on an invoice is not consistent with the price valid at the day of placing an order or currently valid price determined by the parties, and when quantities of goods on an invoice are not consistent with the quantities actually delivered, then the payment for the invoice will be denied.
4. MUELLER shall notify the Supplier of the inconsistency in the invoice's content and request for delivery of a correcting invoice or issue a correcting note. In such a case, MUELLER does not delay the payment covered by an incorrect invoice.

§ 7. Date of payment

1. Payment for the delivered goods or service takes place at the date previously determined by the Parties on the basis of the invoice that meets the requirements specified in §6, unless MUELLER and the Supplier determine otherwise.
2. Date of payment is calculated from the date of receipt of a correctly issued invoice by Supplier to MUELLER, unless the parties determine otherwise.
3. In the case when the ordered goods or service have not been delivered despite the issued invoice, the Supplier is obligated to issue a correcting invoice.

	General Terms and Conditions for Suppliers	Opracował:	M.Cackowska	Numer dok: MCPZ.GE.00.BPR.00.07
		Zatwierdził:	C. Bonnet	Wersja 3.0
		Poziom std.		Strona: 4 of 6
				Data wydania wersji: 19.01.2024


4. In the case when the ordered goods will be delivered after the day of receipt of the invoice, date of payment shall be calculated from the day of delivery of goods.
5. In the case specified in §6 point 4 payment period is automatically extended and calculated from the day of receipt of a correctly issued invoice or a correcting note by MUELLER.

§ 8. Base of delivery

1. Goods prices being the base of an order take into consideration transportation costs based on DAP formula (a place indicated in the order or contract) according to Incoterms 2010, unless the order or contract specify otherwise.

§ 9. Quality, complaints guarantee and security management in supply chain


1. Supplier undertakes to continuously improve the security management processes in the supply chain. Preferred activities within the ISO 280000 standard.
2. Supplier guarantees that the ordered goods or service will have contractually ensured properties, and moreover, that the goods will be free of legal and physical flaws, in particular design, construction, functional, and material flaws. The service should be performed according to the current state of knowledge and technique and with utmost precision. Performing the contract, the Supplier obligates themselves to take care of reliable and proper performance, dedicating sufficient means and ensuring appropriately trained, experienced, and qualified personnel, as well as to make every effort not to change key personnel.
3. Quality and labelling of delivered goods will match the current acts of law in Poland and EU, as well as requirements determined in specifications and other norms, such as RAL, IOS, RSPO (if this constitutes a part of the order or offer), and order and these General Terms and Conditions of Cooperation.
4. Each change of any parameter or quality of the goods or service requires a prior written acceptance of MUELLER.
5. Supplier is obligate to obtain any permits, certificates, and other documents required by the provisions of law, allowing for marketing authorization of the goods. The Supplier will deliver copies of the documents to MUELLER at their request.
6. Acceptance of goods takes place with the reservation of right to perform an inspection later. Confirmation of receipt does not mean confirmation of quality of accepted goods and compliance of delivery with the order. MUELLER has the right to perform the delivery inspection after the delivery. The goods that do not meet requirements or are defective might be returned to the Supplier, even if the defects demonstrated themselves during use.
7. Supplier is liable for the goods' quality and their full compliance with the quality specification during the period of usefulness of the goods.
8. In the case of goods covered by the warranty, the Supplier delivers warranty documents together with the goods.
9. In the case when the Parties signed a Quality Agreement, it is a document superior to the provisions of § 9 of the General Terms and Conditions of Cooperation.
10. MUELLER reserves the right to return the goods or withdraw from the service agreement (a declaration has been submitted by MUELLER not later than 14 days from the day of occurrence of circumstances specified below) in the case of:
 - a. Determination of bad quality of the goods or services, including ones performed inconsistently with order / agreement contents,

	General Terms and Conditions for Suppliers	Opracował:	M.Cackowska	Numer dok: MCPZ.GE.00.BPR.00.07
		Zatwierdził:	C. Bonnet	Wersja 3.0
		Poziom std.		Strona: 5 of 6 Data wydania wersji: 19.01.2024

- b. Delivery of the goods packaged inconsistently with order requirements,
 - c. Delivery of the goods or services that do not meet the requirements specified in points 1, 2, 3 and 4,
 - d. Delivery of the goods or services that were not delivered on time,
 - e. Delivery of the goods or services that were not ordered.
11. In the cases described in point 9 MUELLER shall notify the Supplier of the period in which they are obligated to collect the goods, or they shall deliver it to the Supplier themselves. Both collection by the Supplier and return delivery shall take place at the expense of the Supplier.
 12. Supplier is obligated to react to the sent complaint within 24 hours (first reaction) and to handle MUELLER's complaint within 6 calendar days from the receipt of complaint, by sending a reply to the address of MUELLER registered office or electronically. Lack of expressing their position in terms of the submitted complaint within the above period shall be treated as its acceptance.
 13. Supplier shall allow the authorized employees and MUELLER representatives to enter, audit, and inspect, at agreed times, the production facility, inventory, and methods applied by the Supplier during production, packaging, storage, and dealing with the goods covered by the contract and shall take reasonable actions needed to complete proposals presented by MUELLER after performed inspections. MUELLER shall notify the Supplier, with reasonable advance, of the intention to perform the inspection and shall agree its scope and schedule with the Supplier.
 14. Supplier bears full liability for all damages to person and property caused by goods' defects or improper performance of services.

§ 10. Final provisions

1. Supplier cannot infringe the rights of third parties, specifically trademark, registered utility model, trade name, copyrights and related rights and patent. The Supplier exclusively bears all liability for infringement of these rights.
2. Transfer of debt by the Supplier, to which they are entitled towards MUELLER due to delivery of goods or performance of services, to the third party may take place only after MUELLER has given a prior written (under pain of nullity) consent to perform this action.
3. The Parties obligate themselves to keep all confidential information, which they will learn during the cooperation in secret. This obligation remains in force both for the duration of the contract and after its expiry. What is meant by confidential information is every piece of information of this kind (or considered to be), whose disclosure to third parties may cause damage to the party of the contract, regardless of professional, trade, or other character of this information. Confidential information is especially a piece of information on goods' price and amount of turnover between the parties. Disclosure of confidential information may take place, if the obligation to disclose it results from mandatory applicable provisions of law, in the mode and scope specified by these provisions.
4. Supplier obligates themselves not to offer any MUELLER employee material or personal gain to encourage them to take actions beneficial for them (e.g. choosing the Supplier's offer, changing terms and conditions of cooperation, non-enforcement of rights MUELLER is entitled to towards the Supplier, etc.).
5. In the case of statement of infringement of the above commitment, MUELLER has the right to withdraw from the contract within 90 days from the day of receiving and verifying the information on the infringement.
6. In the situation when the Supplier uses their own general terms and conditions or contract models, they do not apply, unless the parties have agreed otherwise in writing.

	General Terms and Conditions for Suppliers	Opracował:	M.Cackowska	Numer dok: MCPZ.GE.00.BPR.00.07
		Zatwierdził:	C. Bonnet	Wersja 3.0
		Poziom std.		Strona: 6 of 6 Data wydania wersji: 19.01.2024

7. Any changes to this contract or these General Terms and Conditions of Cooperation require a written consent from both Parties, under pain of nullity.
8. Provisions of the contract concluded between the Parties have priority over the provisions of the General Terms and Conditions of Cooperation.
9. In the matters not covered by the contract, order or these General Terms and Conditions of Cooperation, adequate provisions of law shall be applicable.
10. Exclusion of admissibility of any provisions of these General Terms and Conditions of Cooperation by the Parties does not impact the effectiveness of other provisions of the General Terms and Conditions of Cooperation.
11. Any disputes resulting from the contract, order or General Terms and Conditions of Cooperation shall be settled by the common court having jurisdiction over MUELLER.