General Conditions Governing the Delivery of Goods to Public Transport Service Sp. z o.o. and Guarantee Conditions.

1. Supplier sells, and the Ordering Party - Public Transport Service Sp. z o.o. (PTS) with its registered office in Warsaw – buys the Goods on terms specified in the Order.
2. The Order specifies in detail: the price, terms of payment, quantity and type of Goods ordered, as well as the date, place and conditions of delivery, and the parameters and standards to be met by the Goods.
3. With each delivery of the Goods, the Supplier shall deliver a transport document (goods dispatched note, waybill, CMR) specifying in detail the items included in the delivery, as well as other documents required by the Order (quality certificates, declarations of conformity with the standards specified in the Order, required documentation of the Goods).
4. The Supplier shall refer to the Order number in all documents related to its performance (transport documents, specifications, letters, invoices, declarations of conformity, quality certificates).
5. The Supplier is obliged to confirm acceptance of the order submitted by the Ordering Party for fulfilment in writing (Order Confirmation, also by e-mail), within the period specified in the Order (depending on the agreement, 7 days as standard). After the expiry of the aforementioned deadline, the Order shall be deemed to have been accepted for execution without comment.
6. The Supplier provides information on the special processes used in production.
7. The Supplier must inform PTS – Director of Logistics – of the subcontractors performing the Order. The subcontractor must meet at least the same requirements as the supplier. The subcontractor must be audited by PTS.
8. PTS has the right to carry out audits and FAI Inspections at the Supplier by appointment. A PTS Client Representative may be present during FAI audits and inspections. The company's organisation, staff qualifications and equipment are audited. Subcontractors may also be subject to audits.
9. The Supplier must notify PTS of any changes made to the Delivery.
10. In the event of a non-compliant Delivery, the Supplier may apply for a Deviation Sheet. Each time PTS must agree to the proposed deviation.
11. If the Order Confirmation sent by the Supplier contains terms inconsistent with the terms of the Order, the Ordering Party shall have the right, within 5 days from the date of receipt of the Order Confirmation, to withdraw from the Order or agree new terms with the Supplier, after which the Order shall be deemed accepted for execution by both Parties.
12. The Supplier shall notify the Ordering Party of the readiness of the Goods for dispatch in writing (fax, e-mail) at least 3 working days prior to the planned delivery date of the Goods.
13. Quantitative inspection of the delivered Goods and their condition after transport shall take place immediately after their delivery to the Ordering Party's storage location indicated in the Order, by comparing the conformity of the delivered quantity with the transport documents and by visual inspection of the packaging and the external condition of the Goods. Checking that the delivery documents are accompanied by declarations of conformity (e.g. flammability, EC, etc.), quality certificates in accordance with PN EN 10204.

14. In the event that the quantity of Goods does not comply with the transport documents or if the delivered Goods are damaged or the delivery does not comply with the terms of the Order, or it is found that the declaration of conformity, quality certificates are missing, the Ordering Party shall mark the aforementioned discrepancy in the transport documents and inform the Supplier of this fact by means of a Complaint. The Supplier shall, within a maximum of 3 calendar days from the date of notification of non-conformity by the Ordering Party, deliver at its own expense the missing delivery items or replace the defective Goods with defect-free Goods.
15. If the delivery, after visual inspection or testing, does not correspond to the requirements of the Order (subject standards), the Ordering Party shall issue a Complaint and inform the Supplier by fax or e-mail. The Supplier shall, within 3 working days from the date of notification of non-conformity, deliver the goods free of defects at its own expense.
16. In the event that the Supplier is delayed in fulfilling the Order in relation to the dates agreed in the Order and the Order Confirmation, the Ordering Party shall be entitled to charge the Supplier a penalty of 1% of the value of the delayed delivery of the Goods for each day of delay.
17. If the Ordering Party delays payment of the price for the delivered Goods, the Supplier shall be entitled to charge the Ordering Party interest at the statutory rate.
18. In the event that the penalties set out above do not cover the damage suffered, the Ordering Party may claim additional compensation.
19. The Supplier guarantees that, during the guarantee period specified in the Order, the technical parameters of the Goods shall comply with the Ordering Party's requirements specified in the Order and that, during the guarantee period, the Goods shall be free from defects that would prevent its proper operation.
20. In the event that a defect in the Goods occurs during the guarantee period, the Ordering Party shall notify the Supplier in writing (fax, e-mail) by sending a Complaint Application. The Supplier shall be obliged to rectify the resulting defect in the Goods no later than 48 hours from the date of receipt of the Complaint Application or within any other period agreed with the Ordering Party by repairing or replacing the defective Goods.
21. In the event of the Supplier's delay in fulfilling its guarantee obligations, the Ordering Party shall be entitled to charge the Supplier a penalty of 0.4% of the value of the damaged Goods for each day of delay. The penalties charged by the Ordering Party may not exceed a maximum amount of 20% of the value of the Order. In the event that the penalties set out above do not cover the damage suffered, the Ordering Party may claim additional compensation.
22. In the case of a repair, overhaul or modernisation service, the Supplier is obliged to hand over to the Ordering Party all dismantled components that have been replaced with new ones during the course of the repair, unless the Parties agree otherwise in a separate agreement. The handover of the replaced components should take place immediately after completion of the repair, in an intact condition that allows them to be identified.