

Conditions of Purchase

All Purchase Orders issued by Sambor Sp.z.z.o (“the Company”) are placed by the Company on the following terms:

In these Conditions the following words shall have the following meanings:

- “Contract” shall mean any contract for the sale of goods by the Supplier to the Company made pursuant to the Purchase Order Form
- “the Delivery Address” shall mean such address specified on the Purchase Order Form
- “the Delivery Date” shall mean such date or dates specified on the Purchase Order Form
- “the goods” shall mean the goods specified on the Purchase Order Form
- “the price” shall mean the price specified on the Purchase Order Form which, unless stated otherwise in writing, shall be exclusive of VAT but inclusive of the cost of delivery
- “the Purchase Order Form” shall mean the Purchase Order Form of the Company in respect of which these Conditions of Purchase are incorporated
- “the Supplier” shall mean the supplier whose name appears on the Purchase Order Form

1. All orders for goods placed by the Company shall be deemed to be an offer by the Company to purchase the goods from the Supplier pursuant to these Conditions which shall apply to any Contract to the exclusion of any terms or Conditions which the Supplier may purport to apply. No variation to these Conditions shall be effective unless agreed in advance in writing by a director of the Company.
2. The Contract is a contract for sale by sample.
3. The Supplier undertakes:
 1. that the Contract shall not be assigned or sub-contracted to any third party without the prior written permission of the Company, and
 2. to strictly adhere to the Delivery Date as time is of the essence in respect of the Contract.
4. All representations, statements or warranties made or given by the Supplier, its servants or agents (whether orally, in writing or in any of the Supplier’s brochures, catalogues or other sales materials) regarding the characteristics and quality of the goods and their fitness for the purposes for which they are required shall be deemed to be express Conditions of purchase and the Supplier warrants that all goods supplied to the Company shall;
 1. be in accordance with sample and any specifications of the Company relating to the goods;
 2. be of the agreed quality;
 3. be free from any defect;
 4. be fit for the purpose for which they were required; and
 5. not in any way infringe the intellectual property rights of any third party.

Without prejudice to any other remedies which the Company may have, if the Supplier fails to comply in any respect with the above warranties the Company shall be entitled to reject such goods.

5. The Company shall not be deemed to have accepted the goods or any part thereof until it has, on or after the Delivery Date, actually inspected the goods and ascertained that they are in accordance with the Contract. The Company may reject goods which are not in accordance with the Contract within a reasonable time after such inspection. Articles so rejected by the Company will be held by the Company at the risk of the Supplier for a period not exceeding 30 days from the date of actual delivery. If the goods are not collected by or on behalf of the Supplier within that period they may be disposed of by the Company in such a manner as it shall in its absolute discretion determine at the sole expense of the Supplier and the Supplier shall have no claim whatsoever against the Company in respect of the disposal of such goods or part thereof.

6. The goods shall remain at the Supplier's risk until delivered.
7. Delivery of the goods shall take place at the Delivery Address or at such other location or by such other means specified by the Company on the Delivery Date. The Supplier should obtain an identifiable and legible signature from an employee of the Company or a third party nominated by the Company but this shall not be a pre-requisite of delivery.
8. The legal title of the goods shall pass to the Company on delivery.
9. Unless otherwise agreed in writing in advance, the Supplier shall be responsible at its own cost for providing all necessary export and import licences, certificates of origin and such other certificates, clearances, licences, consents or other documents as are required for the delivery of the goods to the Company.
10. The price of the goods shall be as stated in the Purchase Order Form and unless otherwise stated, shall be:
 1. exclusive of VAT; and
 2. inclusive of all charges for packing, shipping, carriage, insurance and delivery of the goods to the delivery address and any duties, imports or levies other than VAT.
11. Unless the Purchase Order Form states otherwise, payment for the goods shall be made by the Company within 30 days of actual delivery of the goods to the Company.
12. The Company may terminate the Contract and/or reject the goods if:
 1. the Supplier fails to observe and perform the terms of the Contract (which shall include failure to deliver the goods or any instalment of the goods by the Delivery Date); or
 2. the Company has contracted to sell the goods to a third party and that third party cancels its order with the Company. Following such termination or rejection the Supplier shall immediately return to the Company all payments made by the Company unless the Company elects to keep or to receive any goods, in which case it shall account to the Supplier for the price of the goods supplied. Where only part of the goods are to be kept or delivered the amount payable for such goods shall be calculated by reference to the proportion of the goods kept or retained bears to the whole. No further or other monies or compensation shall be payable to the Supplier following such termination or rejection.
13. The Supplier shall indemnify the Company in full for all loss, damage or injury suffered by the Company, any claim in respect of loss, damage or injury made against the Company by third parties and any cost and expenses arising in connection with them which result from the Supplier's failure to comply with the Contract.
14. Payments will always be made in the currency stated in the Purchase Order unless this currency is no longer a valid and recognised currency at the time payment should be made. In such circumstances payment shall instead be made in PLN or EURO (at the Company's option) at the exchange rate of the European Central Bank reference rate fixing as at the payment due date of the purchase invoice.
15. Every Contract to which these Conditions of Purchase apply shall be construed and take effect in accordance with the laws of Poland and the parties shall accept the exclusive jurisdiction of the Polish Courts.
16. Each provision of these Conditions is independent and severable from the remaining provisions and enforceable accordingly. If any provision of these Conditions shall be unenforceable for any reason but would be enforceable if part of the wording thereof was deleted, it shall apply with such deletions as may be necessary to make it enforceable.
17. Products, Quality and Packaging:
 1. The Supplier shall supply both product and packaging (including labelling) strictly in accordance with the Purchase Order and all generally applicable industry standards and practices.
 2. To be of the agreed quality.
 3. Comply with all applicable statutory and regulatory requirements.
 4. Sambor has the right, having given reasonable notice, to enter the premises to inspect the facilities and equipment used by the Supplier in the production of the products supplied.
 5. The Supplier shall ensure that the products supplied are free from physical and chemical contamination (e.g. glass, wood splinters, dust, pests, heavy metals, foreign bodies etc.).