

GENERAL TERMS OF PURCHASE

1. These General Terms and Conditions of Sale shall bind Supplier to the full extent, unless the parties explicitly exclude the application of some of their provisions in writing.
2. In the case of an Order made to the Supplier, which remains with Markel Sp. z o.o. in permanent business relations, no response of the Supplier to the Order within 3 working days means acceptance of the Employer's offer on the terms specified in the Order (Permanent economic relations mean the duration of the Markel Sp. z o.o. contract or repetitive commercial contacts (at least 3 times over 12 calendar months) before placing an order).
3. Supplier not staying with Markel Sp. z o.o. in permanent business relations, it is obliged to confirm the acceptance of the Order in writing (Confirmation of the Order) within 5 business days, unless otherwise agreed between the Parties. After the above deadline, the Order ceases to be binding for Markel Sp. z o.o.
4. In the event that the Order Confirmation in any scope will contain conditions inconsistent with the terms of the Order, Markel Sp. z o.o. has the right, within 5 working days from the date of receipt of the Order Confirmation, to declare whether he accepts the performance of the Order on conditions changed by the Supplier. Statement by Markel Sp. z o.o. may be sent to the Supplier by e-mail, fax or otherwise communicate at a distance.
5. In the event of a discrepancy between the Order placed by Markel Sp. z o.o. and the Supplier's invoice for the agreed details are the data from the Order.
6. The Supplier guarantees that it has suitably qualified personnel, infrastructure and competences capable of ensuring the required quality and compliance with the specific requirements of the Company.
7. Unless otherwise agreed by the Parties, the value of the Order includes the value of the ordered Goods together with the documents and its packaging and delivery to Markel Sp. with o ...
8. The Supplier, together with the delivery of the Goods, is required to provide a transport document (a consignment note appropriate to the type of transport along with the specification of the shipment).
9. On the transport document and other documents related to the implementation of the Order, such as: letters, invoices, quality certificates and declarations of conformity, the Supplier is obliged to place the Order number.
10. The supplier is obliged to notify Markel Sp. z o.o. about the readiness of the Goods to be sent by e-mail, fax or otherwise communicating at a distance at least 3 working days before the planned date of delivery of the Goods.
11. Deliveries of the Goods are accepted at the registered office of Markel Sp. z o.o. during the opening hours of the warehouse, i.e. 7.00-16.00.
12. Markel Sp. z o.o. allows the possibility of taking delivery outside the warehouse opening hours, provided that it is previously agreed between Markel Sp. z o.o. and the Supplier.
13. Quantitative control of the delivered Goods and its condition after transport takes place immediately after its delivery to the warehouse of Markel Sp. z o.o., by comparing the compliance of the delivery with the transport documents and the Order and by inspecting the external status of the Goods.
14. In the event that the quantity of the Goods does not comply with the transport documents and the Order or if the Goods delivered will be damaged, Markel Sp. z o.o. will mark the above discrepancy in transport documents. In the event that the delivery will not be compatible in terms of quantity or quality with the terms of the Order, Markel Sp. z o.o. he will inform the Supplier about it via e-mail, fax or otherwise communicate at a distance.
15. The supplier is obliged within 3 working days from the date of reporting non-compliance by Markel Sp. z o.o. deliver the missing parts of the delivery at your own expense or replace the defective Goods with a new one free from defects

16. The order is made at the moment of delivery to Markel Sp. z o.o. ordered Goods in accordance with the Order with all documents required by the Ordering Party.
17. The Supplier gives a two-year warranty and guarantee for the Good.
18. The Supplier guarantees that the technical and performance parameters of the Goods comply with the requirements of Markel Sp. z o.o. specified in the Order and that during the warranty period or during the warranty period, the Goods will be free of defects that would prevent its proper and trouble-free operation.
19. The supplier undertakes to notify Markel Sp. z o.o. about planned and / or made changes to the delivered product. Any changes made to the product should be fully identifiable and obtain the approval of a representative of the Markel Company.
20. The Supplier bears full civil and financial liability for the consequences and consequences of defects of the Goods, disclosed or created during the warranty period or warranty due to improper Quality of the delivered Goods.
21. In the event of a defect in the Goods during the warranty period or warranty, Markel Sp. z o.o. will inform the Supplier about this fact in writing (by e-mail, fax).
22. The Supplier is obliged to remove the resulting defect of the Goods within 3 business days from the date of receipt from Markel Sp. z o.o. notification of its occurrence. During the warranty period or warranty, the Supplier may not recognize the claim of Markel Sp. z o.o. only if it proves that the defect of Commodity arose from the fault of Markel Sp. z o.o. due to improper use of the Goods, which is inconsistent with the instructions and documents provided by the Supplier. If, during the warranty period or the warranty, the delivered Product is tripled with a defect, the cause of which lies with the Supplier, the Supplier is obliged to replace the defective Goods free from defects at their own expense. The Supplier's warranty obligations will be implemented at the place indicated by Markel. The Supplier is obliged to prepare a report regarding the defect of the Commodity, indicating the reason for its occurrence and the method of removal not later than within 2 weeks from the receipt of the Information on its detection.
23. The warranty or warranty is extended by the time from reporting the defect of the good to its removal.
24. In the event of replacement of defective Goods with a new one, the warranty period or warranty period is counted from the beginning.
25. If the Supplier does not remedy the defect reported during the warranty period or warranty within the time limit, Markel Sp. z o.o. has the right to remove the defect itself or to have it removed to a third party at the expense of the Supplier, without losing the rights resulting from the warranty or warranty.
26. In the event of improper performance of the obligations by the Supplier, in this case delays in the implementation of the Order or in the removal of defects of the Goods, Markel Sp. z o.o. has the right to charge the Supplier with a penalty of 5% of the value of the Order for each infringement, and in the event of a delay in the completion of the Order or in the removal of defects in the Goods in the amount of 1% of the Order value for each day of delay. Payment of the penalty does not release the Supplier from the obligation to perform the obligation. In the event of a delay in delivery of the Goods of more than 30 days, the Ordering Party shall have the right to withdraw from the Order in the part of delivery not completed on time.
27. In the event of delay, Markel Sp. z o.o. in payment of the price, the Supplier is entitled to claim from Markel Sp. z o.o. statutory interest.
28. If the penalties do not cover the damage suffered, Markel Sp. z o.o. may claim supplementary compensation. Markel Sp. z o.o. it is entitled to control the process of execution of its Orders with the Supplier also in the presence of recipients of products Markel Sp. z o.o.
29. Providing the Supplier with information related to the Order to third parties requires the written consent of Markel Sp. z o.o.
30. The transfer of the rights and obligations of the Supplier resulting from the implementation of the Order requires the written consent of Markel Sp. z o.o.

31. All disputes related to the Order shall be settled by the court competent for Markel Sp. z o.o.