

	General terms of purchasing	System Zarządzania Jakością S2-ANN-011 EDYCJA 01
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Overview

1. Only written orders, on RBC Bearings Polska forms and these general terms of purchasing are valid and apply to orders from RBC Bearings Polska. In all instances, confirmation of order should be sent to RBC Bearings Polska with any relative amendments. The interpretation of Incoterms is based on the latest version published by the International Chamber of Commerce. To be applicable, the supplier's terms of supply must be confirmed in writing by RBC Bearings Polska.

Delivery deadlines

2. Delivery is due on the agreed date and at the agreed place of delivery. The agreed date of delivery is deemed fixed, such that lateness automatically constitutes non-compliance with the delivery deadline, unless provided otherwise, agreed by the parties in writing. If the supplier finds that it will not be in a position to meet delivery times and dates, it must so advise RBC Bearings Polska in writing as soon as possible, stating the reasons and probable length of the delay. In the event of lateness by the supplier, RBC Bearings Polska may either require performance of the contract and compensation for the resulting loss or damage, or terminate the contract and/or demand compensation for loss or damage incurred after having set and allowed to elapse an adequate further interval. Waiving the right to set a further interval in instances provided by law remains reserved. In urgent cases, RBC Bearings Polska may in addition rectify vices at the supplier's expense or procure supplies elsewhere at the supplier's expense. The supplier is entirely liable for any loss or damage resulting from non-performance or late performance, including any consequential losses. In particular, RBC Bearings Polska reserves the right to pass on to the supplier any agreed penalties that RBC Bearings Polska has to pay because of late delivery attributable to the supplier.

Delivery and transport

3. If different delivery addresses have been agreed for the same order, the supplier must provide RBC Bearings Polska with separate delivery statements. The supplier must not make partial or early deliveries without first obtaining RBC Bearings Polska's written agreement.
4. When the transport documents required do not accompany the delivery, RBC Bearings Polska reserves the right to store the goods at the supplier's risk and expense until receipt of said documents.
5. The supplier undertakes to comply with legislation applicable as regards product safety and to provide the applicable statements of conformity and all relative documentation. All technical instruments must comply with the generally accepted technical standards and with regulations on health, safety and the prevention of accidents; furthermore, goods should be provided with any means of protection necessary to prevent occupational illness or accidents.
6. Packaging costs are included in the price of sale but should be mentioned separately. RBC Bearings Polska reserves the right to provide packaging material and ask the supplier for a corresponding credit note.

Price and payment terms

7. RBC Bearings Polska reserves the right, without consultation, to retain payment until receipt of the agreed documentation. In the event of late delivery, the penalties agreed may be deducted from the amount of the invoice.

Warranty

8. The supplier warrants that goods sold comply with the agreed specifications and that they have all of the qualities that RBC Bearings Polska may expect, taking into account the normal usage anticipated for them.
9. RBC Bearings Polska will inspect goods as soon as possible, without however being bound by any deadline so to do. The warranty period is 24 months from receipt of goods. RBC Bearings Polska is not bound by any time limit to notify any defects during the warranty period. In the event of defect, RBC Bearings Polska reserves the right to refuse replacement goods.

Data protection

10. In fulfilment of the order, RBC Bearings Polska reserves the right to process data of a personal nature on the supplier. The supplier expressly agrees that said data may be sent to third parties in Switzerland and other countries in order to enable the development and pursuit of commercial relations. The supplier will protect data by all appropriate means.
11. The supplier must not mention RBC Bearings Polska in any publication without RBC Bearings Polska's prior, written consent.

Place of performance and applicable law

12. Goods ordered are to be delivered to ul. Wojska Polskiego 16A, 39-300 Mielec unless another place of delivery is stated on the order. The place of payment is the registered office of RBC Bearings Polska.
13. Any dispute resulting from orders from RBC Bearings Polska will be settled, at RBC Bearings Polska's option, either by the courts competent for its registered office, or by the courts competent for the registered office of the supplier.