*Version in force as of ………… 2021*

****

**Agreement No. ………………**

**Detailed Terms and Conditions of the Raw Materials and/or Packagings Purchase Agreement (framework agreement) (the “DTC”)**

This agreement (the **"Agreement"**) was executed on ……………….. in ………………… by and between:

ANWIL Spółka Akcyjna of Włocławek, ul. Toruńska 222, 87-805 Włocławek, entered under number 0000015684 into the Register of Businesses, a part of the National Court Register, maintained by the District Court in Toruń, Division VII (National Court Register Cases), share capital: PLN 134,924,830, fully paid in, BDO (waste database number): 000019504, NIP (tax identification number) 888-000-49-38 (VAT EU: PL8880004938), represented by:

1. ……………………………..
2. ……………………………...

hereinafter referred to as the “**Buyer**” and in the Appendices also as “**ANWIL S.A.**,”

and

………………. (business name/other name, registration address, reference to an entry in the relevant register, share capital—in the case of a limited liability company, a joint-stock company, or a limited joint-stock partnership, NIP (tax identification number) or VAT EU number), represented by:

1. ………………………….
2. ………………………….

hereinafter referred to as the “**Seller**” and in the Appendices also as the “**Contractor**,”

hereinafter jointly referred to as the “Parties” and individually as “Party.”

**§ 1.**

**SUBJECT MATTER OF THE AGREEMENT**

***Variant I:***

The subject matter of this Agreement is the sale by the Seller to the Buyer of ………………….. (the “**Goods**”), as specified below:

The Goods:

1. *type, unit price, other*
2. *type, unit price, other*
3. *…………………*

Packaging: The goods shall be delivered …………………….. (type).

***Variant II:***

The subject matter of this Agreement is to regulate the rules of sale by the Seller to the Buyer of …………………………………. (the “**Goods**”), as specified in ……………….., which constitutes Appendix No. ….. to the Agreement (the “**Subject Matter of the Agreement**”).

Packaging: The goods shall be delivered …………………….. (type).

**§ 2.**

**REPRESENTATIONS OF THE SELLER**

1. The Seller represents that:

a) the country of origin of the Goods is ………….;

b) the country of dispatch of the Goods is …………;

c) the PKWiU/CN code of the Goods is ………

2.

***Option I:***

The Seller represents, with respect to domestic deliveries, that the Subject Matter of the Agreement is listed in Appendix No. 15 to the Polish Law on the Value Added Tax of 11 March 2004 and therefore is subject to the provisions on joint and several liability and the split payment mechanism.

If tax authorities question the classification of the Goods applied by the Seller, the provisions of § 10.13 of the GTC shall apply accordingly.

***Option II:***

The Seller represents, with respect to domestic deliveries, that the Subject Matter of the Agreement is not listed in Appendix No. 15 to the Polish Law on the Value Added Tax of 11 March 2004 and therefore is not subject to the provisions on joint and several liability and the split payment mechanism.

If tax authorities question the classification of the Goods applied by the Seller, the provisions of § 10.13 of the GTC shall apply accordingly.

***Option III in the EU:***

The Seller represents that the sale of the Goods constitutes an intra-Community supply for him.

***Option IV****:*

The Seller represents that the delivery of the Goods is an export sale for him within the meaning of customs regulations.

3. The Seller represents that the Goods containing substances on their own, as components of a mixture or an article, and constituting the Subject Matter of the Agreement or an Order:[[1]](#footnote-1)

a) have been pre-registered or registered in accordance with the relevant procedure specified in Regulation (EC) 1907/2006 of the European Parliament and of the Council of 18 December 2006, hereinafter referred to as the “REACH Regulation,” by the manufacturers or importers upstream in the supply chain or by the exclusive representatives of the manufacturers (from outside of the European Union); or

b) are exempt from the obligation to register under the REACH Regulation; or

c) are not subject to the REACH Regulation.

**§ 3.**

**TRADE FORMULA FOR DELIVERIES**

The parties agree that the commercial formula for deliveries, according to INCOTERMS 2010, shall be:

FCA, DDP, CPT, DAP….

**§ 4.**

**TERM OF THE AGREEMENT**

This Agreement is executed for a fixed term, from the date of its conclusion to ……… / from …………… to ……………… / for an indefinite period of time.

**§ 5.**

**AGREEMENT VALUE**

1. *Option I (fixed-term agreement)*

The estimated value of the Agreement shall not exceed …………………… .. net (in words: …………………………).

Option II (agreement executed for an indefinite period of time)

In a single year (counted as 12 consecutive months from the date of execution of the Agreement), the estimated value of the Agreement shall not exceed ............... net (in words: ………………………………).

1. If the value of the Orders placed in the given year does not reach the amount specified in § 5.1 above, the Seller shall not be entitled to make any claims against the Buyer in this respect.

**§ 6.**

**REMUNERATION**

***Option I*** *(the Seller is an active VAT payer in Poland, payment is made in PLN):*

1. The Parties agree that the remuneration for the performance of the Subject Matter of the Agreement shall be in paid in accordance with the provisions of § 1 of these DTC, in **PLN**. VAT shall be added to the net amount, in accordance with the applicable regulations.
2. The remuneration shall be payable within .... days, counting from the date of issue/receipt of a valid and correct invoice.
3. The remuneration shall be paid to the Seller's bank account maintained by the ………….. bank, account number ……….

4. A change of the bank account number shall not require for an annex to be executed; instead, it shall be sufficient if the Buyer is notified by means of a letter, which shall be null and void unless signed by the persons authorized to represent Seller.

***Option II*** *(the Seller is an active VAT payer in Poland, payment is made in a foreign currency):*

1. The Parties agree that the remuneration for the performance of the Subject Matter of the Agreement shall be in paid in accordance with the provisions of § 1 of these DTC, in **EUR/another currency**. VAT shall be added to the net amount, in accordance with the applicable regulations. The amount of the VAT shall be converted into PLN according to the average exchange rate published by the National Bank of Poland on the last business day preceding the day on which the tax obligation arises.
2. The remuneration shall be payable within .... days, counting from the date of issue/receipt of a valid and correct invoice/another document, e.g. a bill of lading.

3. The remuneration in a foreign currency shall be paid to the Seller’s bank account maintained by the .............. bank, account number ..........., while the VAT in PLN shall be paid to the bank account maintained by the .............. bank, account number ...........

4. A change of the bank account number shall not require for an annex to be executed; instead, it shall be sufficient if the Buyer is notified by means of a letter, which shall be null and void unless signed by the persons authorized to represent Seller.

***Option III*** *(delivery from outside of Poland, prices stated in a foreign currency, payment in PLN):*

1. The Parties agree that the remuneration for the performance of the Subject Matter of the Agreement shall be in paid in accordance with the provisions of § 1 of these DTC, in ...
2. The amount of ... shall be converted into PLN according to the average exchange rate published by the National Bank of Poland on the day of the domestic delivery, and if on that day the NBP does not publish an exchange rate, then the last exchange rate published by the National Bank of Poland shall be used.
3. The remuneration shall be payable within .... days, counting from the date of issue/receipt of a valid and correct invoice/another document, e.g. a bill of lading.

4. The remuneration shall be paid in PLN to the Seller's bank account maintained by the ………….. bank, account number ……….

5. A change of the bank account number shall not require for an annex to be executed; instead, it shall be sufficient if the Buyer is notified by means of a letter, which shall be null and void unless signed by the persons authorized to represent Seller.

**§ 7.**

**INSURANCE**

The sum insured for one and all events shall not be lower than PLN ............

**§ 8.**

**REPRESENTATIVES OF THE PARTIES AND COMMUNICATION**

1. Supervision over and coordination of the performance of the Agreement shall be exercised by:
2. on the part of the Buyer:

* Agreement supervision: ……………….., phone: ………….., e-mail: ………………..
* ……………………… (*substituting)*, phone: …………, e-mail: ………………..
* performance of the Agreement: …………………., phone: …………., e-mail: ………………..

1. on the part of the Seller:

* ………….., phone: ……….., e-mail: ………………..
* …..………, phone: …………, e-mail: ………………..

1. Correspondence related to the performance of the Agreement, including the placing and acceptance of Orders, shall be delivered to the Parties by registered mail, courier mail, e-mail, or fax:
2. the Buyer’s correspondence details: address: …………., e-mail: …………………., fax: …………
3. the Seller’s correspondence details: address: …………., e-mail: ……………………., fax: …………
4. A change of the data specified in §§ 8.1 and 8.2, above, shall not require for annex to the Agreement to be executed; a notification sent to the other Party in the form of a letter, which shall be null and void unless signed by persons authorized to represent the Party, shall be sufficient.

**§ 9.**

**DESTINATION OF THE GOODS**

Place of delivery: ANWIL S.A., ul. Toruńska 222, 87-805 Włocławek

Warehouse: ……………./……………….

**§ 10.**

**ADDITIONAL PROVISIONS**

The Parties agree as follows:

1. in Appendix No. ..... (Information protection), the Parties have agreed that the liquidated damages referred to in:
2. section I.8 to be PLN ……………. (in words: …………..);
3. section II.10 to be PLN …..……… (in words: ………….).[[2]](#footnote-2)
4. …………………….

**§ 11.**

**FINAL PROVISIONS**

1. The following shall constitute an integral part of the Agreement:
2. these Detailed Terms and Conditions of the Raw Materials and/or Packagings Purchase Agreement(the **“DTC”**),
3. the following Appendices:
4. Appendix No. ... – General Terms and Conditions of the Raw Materials and/or Packagings Purchase Agreement (the **“GTC”**),
5. Appendix No. … – Anti-corruption clause,
6. Appendix No. … – Notice concerning the obligation to inform of a public company,
7. Appendix No. … – Guidelines for drivers entering the ANWIL S.A. protected area,
8. Appendix No. … – Data privacy notice for the members of bodies, holders of procuration, and representatives representing the Bidder/Contractor/Principal/Business Partner/Supplier and employees who are contact persons or persons cooperating with the Bidder/Contractor/Business Partner/Supplier with respect to the execution and performance of agreements for ANWIL S.A.,
9. Appendix No. … – Representation on the Supplier’s acceptance of the obligations regarding the transport of the goods referred to in the Polish Law of 9 March 2017 on the System of Monitoring the Road Transport of Goods,
10. Appendix No. … – Agreement regarding the sending of invoices in an electronic form, including instructions,
11. Appendix No. … – Information protection[[3]](#footnote-3).
12. For the purposes of interpretation, the documents shall have priority in the order specified in § 11.1, above; the documents listed in §§ 11.1.2.b et seq. shall have the same priority.

**THE BUYER** **THE SELLER**

1. Please strike out whichever does not apply. [↑](#footnote-ref-1)
2. If it is necessary for ANWIL S.A. to provide the Seller with information constituting a trade secret or a company secret of ANWIL S.A. [↑](#footnote-ref-2)
3. If it is necessary for ANWIL S.A. to provide the Seller with information constituting a trade secret or a company secret of ANWIL S.A. [↑](#footnote-ref-3)