



**MASTER-SPORT
Automobiltechnik
(MS) GmbH**

Handelsbüro
Leopoldstr. 244
80807 München, Germany

+49 (89) 43 759 523
+49 (89) 43 759 530

sekretariat@master-sport.de

**MASTER-SPORT
AUTOMOBILTECHNIK (MS)
sp. z o.o.**
Branch in Poland

11 Listopada 74
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

**MASTER-SPORT
AUTOMOBILTECHNIK (MS)
PRODUCTION-
DISTRIBUTION CENTER**
11 Listopada 68
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

www.master-sport.de
www.master-sport.eu



ISO 9001



IATF 16949



AEO



CERTIFIED



tecdoc.de



teccom.de



GENERAL TERMS AND CONDITIONS OF DELIVERY

§ 1 PRELIMINARY PROVISIONS

1. These General Terms and Conditions of Delivery, including requirements for suppliers (hereinafter General Terms and Conditions) regulate the general principles of cooperation and concluding agreements between **Master-Sport-Automobiltechnik (MS) Production-Distribution Center Wieslaw Rutka with official seat in Gorlice at 11 Listopada 68** or **Master Sport Automobiltechnik (MS) GmbH with official seat in Munich at Leopoldstr. 244** (hereinafter jointly or separately referred to as “MS”), and contractors/suppliers (hereinafter “Supplier”) in terms of all movables purchased or services provided for MS.
2. General Terms and Conditions are an integral part of every agreement concluded between MS and the Supplier. It is assumed that by signing an agreement or order issued by MS in case no written agreement had been concluded, or in case of executing the order issued by MS without prior confirmation, the Supplier has accepted the General Terms and Conditions without amendments. These General Terms and Conditions outweigh any possible terms and conditions applied by the Supplier.

§ 2 DEFINITIONS

Delivery – sale of movables or provision of services for MS.

Supplier – party concluding an agreement with MS in terms on the sale of movables or provision of services.

Parties – Supplier and MS acting individually – on their own and on their own behalf.

Agreement – content of legal relations between the Parties based on General Terms and Conditions.

Order – order in any form, regarding the purchase of goods or provision of services by the Supplier, sent to the email address specified by the Supplier

§ 3 CONCLUDING AGREEMENTS

1. MS only concludes Agreements the following way:
 - agreements in writing,
 - order in any form, particularly regarding purchase of goods or provision of services by the Supplier, sent to the email address or fax number specified by the Supplier.
2. Concluding a written agreement is done by signing by persons authorized to represent the Parties, including mode specified in art. 78 § 1 of the Civil Code. In case of concluding an Agreement in writing, its execution may be carried out by submitting Orders – in such case, the Order is binding for the Parties together with the written agreement.
3. All declarations of intent included in the Order are binding for the Parties, and the Parties acknowledge that the persons submitting declarations of intent in the form of an Order on their behalf are also authorized to submit such declarations on their behalf, unless it has been proved that such declaration has been submitted by an identified unauthorized person, who shall bear responsibility for such action as alleged representative.
4. An Order sent to the email address or fax number specified by the Supplier is considered a declaration received by the Supplier, along with all its consequences, unless the Supplier successfully proves at court that they have not received the Order. Should the email address or fax number change, the Supplier shall inform MS of the change 7 days before the scheduled change, under pain of recognizing the Order sent to the previous address or number as valid.
5. Should an agreement be concluded in the form of an Order, the content of relations between the Parties shall be specified only by the content of the Order and the General Terms and Conditions. Any conditions, reservations or changes specified in the acceptance of the Order are considered ineffective, unless accepted in writing by MS.
6. Any declarations submitted by the Supplier in any form, particularly including offers, modifications, or other related to the Agreement are not binding for the Parties, unless they have been confirmed in the Order or in written Agreement.

§ 4 SPECIAL RESPONSIBILITIES OF THE SUPPLIER

1. The Supplier, being a professional entity in terms of their operation is fully aware of the expectations and requirements set by the Automotive Industry, particularly regarding quality, costs and terms of realization of commitments. The Supplier is obliged to provide Deliveries according to standards and practices in force within this business, as well as legal regulations in force and the adopted standards in terms of health, safety, environmental protection labour law, particularly those in force in the countries where Deliveries are generated, and where the cars in which they are used are sold. The Supplier undertakes to indemnify MS against all claims from third parties for violating the above provisions and undertakes to accept all direct and indirect consequences of such violations, thus freeing MS from responsibility and any difficulties related to it.
2. The Supplier undertakes to provide Deliveries in compliance with all documents regulating the relations between them and MS in terms of Delivery and supplementing these General Terms and Conditions, particularly schematics, specifications, lists of requirements etc. (“Documents”).
3. At first request from MS, the Supplier shall apply changes to the Delivery, provide all information on the Deliveries or the Order, and document the country of origin of Deliveries as well as the composition of what has been used in the Deliveries.



MASTER-SPORT
Automobiltechnik
(MS) GmbH

Handelsbüro
Leopoldstr. 244
80807 München, Germany

+49 (89) 43 759 523
+49 (89) 43 759 530

sekretariat@master-sport.de

MASTER-SPORT
AUTOMOBILTECHNIK (MS)
sp. z o.o.
Branch in Poland

11 Listopada 74
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

MASTER-SPORT
AUTOMOBILTECHNIK (MS)
PRODUCTION-
DISTRIBUTION CENTER
11 Listopada 68
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

www.master-sport.de
www.master-sport.eu



ISO 9001



IATF 16949



AEO



CERTIFIED



tecdoc.de



teccom.de



- The Supplier shall not change the Delivery in any way, particularly by changing components, materials, used processes or place of manufacture without prior acceptance in view of MS Quality Procedures as well as the principles and practices adopted in the Automotive Industry.
- The Supplier agrees to provide Deliveries of spare parts to market needs for the period of 10 years after the sale of the last car of a particular model, in which this Delivery was being used.
- In order to maintain competitiveness of both the Delivery and MS products in which such Delivery is used, the Supplier agrees to use measures favouring constant increase in productivity. Minimal level of annual productivity for a Delivery shall be set in joint arrangements.
- Accepting the Order will automatically bind the Supplier to observe the terms of Deliveries specified in the Order. No early Delivery shall be accepted without prior arrangement, and the cost of such early delivery shall be borne by the Supplier.
- The Supplier undertakes to repair the damage and repay MS all direct and indirect costs resulting from violation of the term of Delivery, particularly costs related to closure of production or assembly line in plants run by MS or its clients. Furthermore, MS shall have the possibility to cancel the Order in line with § 11 of these General Terms and Conditions. Any additional costs resulting from the necessity to order Deliveries from third parties shall be borne by the Supplier.
- Extending commitments specified in the General Terms and Conditions – excluding §4 par. 9, upon delivery of spare parts, which MS assigns to purposes other than “first assembly” i.e. assembly in new cars during production, the Supplier additionally undertakes to meet and maintain the following conditions; providing technical drawings (.dwg), technical requirements, test results, material specification.
- Extending commitments specified in the General Terms and Conditions, upon delivery of spare parts, which MS assigns to purposes other than “first assembly” i.e. assembly in new cars during production, the Supplier additionally undertakes to fill in and provide additional documents required for particular products, of which they shall be informed in the order.

§ 5 EXECUTION OF THE CONTRACT

- Should the Supplier carry out their obligations via subcontractors, the Supplier takes full responsibility for their actions or omissions the same way as they are for their own.
- The Supplier undertakes to provide information regarding the status of the Agreement in terms and form specified by MS, particularly regarding circumstances that may have an impact on failure to meet the term of the Agreement.
- The Supplier shall indemnify MS from and against claims from any entities, resulting from the performance, omission or improper performance of the Supplier's liabilities resulting from the Agreement.
- Proper issue of a VAT invoice i.e. particularly in line with legal regulations in force, including the order number, product index and description in Polish as well as the proper due amount calculated based on the Order or resulting from an Agreement, is the responsibility of the Supplier. Only when MS receives a properly issued VAT invoice shall the payment obligation arise on the part of MS, subject to point 5 of this paragraph.
- In case of discrepancies between the entirety or parts of the delivery and the order, payment may be delayed in full or partially (in part corresponding to the value of inconsistent goods) until a proper delivery has been performed.

§ 6 PRINCIPLES OF COOPERATION IN TERMS OF DELIVERY

- The Supplier ensures that all goods included in the Delivery have been made in line with applicable regulations and standards and that it has all the necessary clearances and approvals enabling their introduction to market and use according to their purpose. At the request from MS, the Supplier shall provide MS with required approvals, permissions, acceptances or other documents confirming correct performance of the above liabilities in original copy or one whose consistency with the original has been confirmed by the Supplier.
- The Supplier shall provide MS with all necessary documents such as manuals required for use, maintenance and storage of these goods according to their purpose. The above obligation also concerns providing warranty documents.
- The Supplier undertakes to ensure that the delivered products be fully consistent with the master samples or specifications approved by MS and with designs provided or approved by MS, and in case of products ordered by MS from the Supplier's offer – with properties and description of these products resulting from the Supplier's catalogue or offer last approved by MS.
- In case of justified doubts regarding consistency of products delivered by the Supplier with legal regulations, the agreement or Supplier's declarations and warranties, particularly in terms of its safety, MS shall have the right to carry out tests of these products by an independent expert jointly appointed by the Parties. Should the inconsistencies or irregularities be confirmed, the Supplier shall bear the cost of the tests.
- The Supplier is responsible for any risk of loss, damage or destruction of goods until MS collects them.
- Unless the Agreement states otherwise, the Supplier undertakes to:
 - properly pack and mark of products according to MS instructions and applicable legal provisions;
 - place labels on every batch of products, specifying MS order and batch number, date of production, index and quantity;
- The Supplier shall allow MS and its representatives and consultants to enter Supplier's plants in previously scheduled terms in order to inspect the plant as well as products, inventory work in



**MASTER-SPORT
Automobiltechnik
(MS) GmbH**

Handelsbüro
Leopoldstr. 244
80807 München, Germany

+49 (89) 43 759 523
+49 (89) 43 759 530

sekretariat@master-sport.de

**MASTER-SPORT
AUTOMOBILTECHNIK (MS)
sp. z o.o.**
Branch in Poland

11 Listopada 74
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

**MASTER-SPORT
AUTOMOBILTECHNIK (MS)
PRODUCTION-
DISTRIBUTION CENTER**
11 Listopada 68
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

www.master-sport.de
www.master-sport.eu



ISO 9001



IATF 16949



AEO



CERTIFIED



tecdoc.de



teccom.de



progress, materials, machines, equipment, tools, gear, devices and other assets and processes related to the Supplier's performance of the Agreement. Such inspection carried out by MS does not mean MS's acceptance of any production in progress or ready goods.

§ 7 VERIFICATION AND ACCEPTANCE OF DELIVERIES - MOVABLES

1. MS is not obliged to run controls of the delivered goods, to which the Supplier agrees.
2. The Supplier is required to collect defective or damaged goods from MS at their own expense. In case of goods not collected by the Supplier within the term specified by MS, MS has the right to destroy them or send them to the Supplier at the Supplier's expense.
3. MS shall have the right to report defects in the delivered products, particularly quantitative shortages in collective packages, physical defects of unit packages as well as physical defects of the content of unit packages or individual products within 12 months from date of Delivery. The above does not apply to hidden defects, which can be reported any time – even after the abovementioned deadline – within 30 days from detecting the defect.
4. Regardless of the above provisions, if the products delivered by the Supplier be transferred whether free or not to consumers or other persons, the Supplier also bears responsibility for defects in these products detected after the transfer, unless they result from MS's fault. The Supplier shall cooperate with MS in order to clarify all claims from third parties.
5. In connection with the Supplier's commitment to deliver top-quality goods, it is assumed that the term "defect" shall particularly mean any qualitative or quantitative inconsistencies of the products with legal regulations, applicable standards any provisions or requirements specified in the Agreement, approved master samples, catalogues, specifications, designs and Supplier's declarations and warranties.
6. In case of observing defects of the delivered products, MS may require repair or replacement of these goods in the term specified by MS, counting from the date of the Supplier's receiving a written notification from MS, unless the Parties specify another term. MS using the above rights does not limit its right to withdraw from the Agreement subject to principles specified within it or by legal regulations, or to order the production or delivery of products to a substitute contractor at the Supplier's expense and risk. This settlement does not exclude the use of procedure specified in point 7.
7. Should MS or its Client at any time find inconsistencies of goods delivered by the Supplier, MS shall inform the Supplier of the fact in writing. The seller is required to provide a quick written reply within 24 hours, specifying immediate protective measures depending on the needs, such as e.g.: selection, repair, express replacement of inconsistent goods, as well as specify the way of conduct with inconsistent goods, which is not suitable for further use such as e.g.: scrapping, disposal, return, or own receipt. Next, the Supplier shall inform MS regarding the quality status of goods that are in transit, in warehouses, and sends data regarding delivery of the first good batch of goods, free from defects. Within 14 calendar days from sending the complaint notification, the Supplier is required to give a final written reply including: analysis of the cause of the problem, corrective and preventive actions taken, summed up in 5-phase report, which shall be verified by MS.
8. Should MS find it necessary to carry out non-standard operations not included in cost calculations (e.g. additional technological operations, selections, etc.), the amounts charged on Suppliers, resulting from inconsistent products are:
 - a) mean national net rate for man-hour used in MS for suppliers:
 - domestic suppliers: **80 PLN**
 - foreign suppliers: **40 Euro**
 - b) in case of production downtime:
 - **150 PLN/h** for domestic suppliers
 - **40 €/h** for foreign suppliers
9. Regardless of other provisions of the Parties, the Supplier shall repair the damage done to MS, its employees, contractors, resulting from defects in delivered products or from false declarations or warranties. The Supplier shall also indemnify MS, its customers and subcontractors from and against responsibility related to defects in products delivered by the Supplier, particularly by returning or paying penalties, compensations and incurred costs, including the costs of under way court and administrative proceedings. MS shall inform the Supplier of any circumstances known to MS, which may raise the Supplier's responsibility specified above.

§ 8 REMUNERATION

1. Remuneration specified in the Agreement that is due for the Supplier for correct performance of the Agreement shall be paid based on VAT invoices issued by the Supplier in the agreed term, although no sooner than on the day of approval of the Service or delivery of the entirety of movables or their batches in line with these General Terms and Conditions (unless the Agreement clearly allows issuing an invoice after delivering part of movables).
2. All additional costs, expenses and fees related to the performance of the Agreement in terms of Delivery that have not been foreseen in the Agreement shall be paid by MS only after prior acceptance by MS of individual amounts in writing under pain of nullity.
3. The remuneration agreed in the Agreement shall constitute the entirety of financial claims of the Supplier and its employees, subcontractors for the performance of the Agreement.
4. The remuneration agreed in the Agreement shall be specified in net amounts – no VAT, but shall include all other public service duties related to the Delivery, including particularly customs duty or taxes, including the so-called withholding taxes.
5. Within 14 days from MS issuing a request, the Supplier shall provide MS with an original certificate of residence for taxing purposes. All consequences of the Supplier's failure to deliver the



**MASTER-SPORT
Automobiltechnik
(MS) GmbH**

Handelsbüro
Leopoldstr. 244
80807 München, Germany

+49 (89) 43 759 523
+49 (89) 43 759 530

sekretariat@master-sport.de

**MASTER-SPORT
AUTOMOBILTECHNIK (MS)
sp. z o.o.**
Branch in Poland

11 Listopada 74
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

**MASTER-SPORT
AUTOMOBILTECHNIK (MS)
PRODUCTION-
DISTRIBUTION CENTER**
11 Listopada 68
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

www.master-sport.de
www.master-sport.eu



ISO 9001



IATF 16949



AEO



CERTIFIED



tecdoc.de



teccom.de



abovementioned certificate, particularly lack of possibility to use tax rates resulting from appropriate international agreement shall be borne by the Supplier.

- The Parties agree that the amount of remuneration, jointly agreed in point 1 of this paragraph also includes remuneration for the transfer of copyrights, grant of license, acceptance or authorizations from the Supplier.
- All deductions made by the Supplier, Supplier's liabilities towards MS with mutual liabilities of MS towards the Supplier shall be allowed only after the Supplier receives from the MS a written confirmation of the possibility to make such deductions as well as the state of settlements after making deductions, under pain of nullity.

§ 9 CONFIDENTIAL INFORMATION

- The notion "Confidential Information" applies to all information, materials, and documents received by the Supplier from MS in writing, via email, verbally or in any other form, both before and after the Agreement enters into force, regardless of whether MS have marked them as confidential or not.
- The Parties acknowledge that Confidential Information does not include such information, which have been made publicly available by MS or with MS's consent when the Supplier received them.
- During the period of the Agreement and indefinitely after its termination, the Supplier undertakes not to transfer, reveal nor use Confidential Information in relations with any third party, unless MS gives a written consent, or it is required in line with applicable law. Also, the Supplier shall not use Confidential Information for purposes related to their own business, other than the performance of the Agreement.
- The Supplier shall take all necessary actions in order to protect Confidential Information. In particular, the Supplier shall secure Confidential Information against access of unauthorized persons, and access to Confidential Information shall only be given to Supplier's employees and cooperators, for whom Confidential Information is necessary to carry out their activities related to the performance of the Agreement, and only to such extent, in which the performance of these activities would be impossible without Confidential Information.
- Should the Supplier find it necessary in relation to their performance of the Agreement to process personal data administered by MS, the Agreement include the transfer of personal data processing from MS to the Supplier, to which the below provisions would apply; also, at the request from MS, the Supplier shall conclude a separate agreement with MS, specifying the rights and liabilities of the Parties in this area.
- The Supplier undertakes to process personal data only for purposes related to proper performance of their liabilities within the Agreement and only to the extent, in which the Supplier's proper performance of the Agreement would be impossible without processing personal data.
- Before commencing the data processing, the Supplier undertakes to take data protection measures mentioned in art. 36-39 of the act of 29th August 1997 on the protection of personal data (Dz.U. of 2002 no. 101. pos. 926 as amended) and meet the requirements specified in regulations mentioned in art. 39a of the act on the protection of personal data. In terms of compliance with these regulations, the Supplier bears responsibility as data administrator.
- Unless the Parties state otherwise in writing, in terms of personal data acquired by the Supplier on behalf of MS, the Supplier undertakes to inform the persons, whose personal data is processed, on the administrator company, its address, purpose of data collection, right to access to the content of personal data and to make amendments as well as the voluntary character of data entering.
- The Supplier is required to ensure that IT equipment and systems used for the processing of personal data comply with the requirements of the regulation of the Minister of Internal Affairs of 29th April 2004 on documenting the processing of personal data and the technical and organizational conditions, which should be met by IT equipment and systems used for the processing of personal data (Dz.U. No. 100, pos. 1024).
- At the request from MS, the Supplier shall immediately remove all materials including personal data that MS entrusted to the Supplier in line with the Agreement, or transfer them to MS or an entity specified by MS in writing.
- The Supplier shall immediately inform MS of: any notices submitted by any person or public authority, as well as reservations, motions or initiated proceedings regarding personal data.
- In case of justified doubts taken by MS or reported to MS by third parties in reference to the correctness of the data processing carried out by the Supplier, the Supplier shall immediately grant MS access to personal data as well as rooms and systems, in which the Supplier processes them.

§ 10 CONTRACTUAL PENALTIES

- The reservation of the Supplier's liability to pay MS contractual penalties for failure to perform the agreement or improper performance, included in the General Terms and Conditions or the Agreement does not exclude nor restrict MS's right to seek compensation in line with the general principles of damage so the extent in which its value exceeds the amount of reserved contractual penalty.
- All contractual penalties and compensations due for MS from the Supplier shall be paid by the Supplier to the MS bank account within 14 days from a written request sent by MS to the Supplier.

§ 11 CANCELLATION

Should the Supplier fail to abide by their contractual liabilities, the order shall be terminated without formalities after MS sends a statement via registered letter with return receipt addressed to the Supplier; should the Supplier fail to remove the entirety or part of the violation within eight (8) days from receiving from MS a request to do so, MS has the right to claim compensation for such violation in any form prescribed by law.



**MASTER-SPORT
Automobiltechnik
(MS) GmbH**

Handelsbüro
Leopoldstr. 244
80807 München, Germany

+49 (89) 43 759 523
+49 (89) 43 759 530

sekretariat@master-sport.de

**MASTER-SPORT
AUTOMOBILTECHNIK (MS)
sp. z o.o.
Branch in Poland**

11 Listopada 74
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

**MASTER-SPORT
AUTOMOBILTECHNIK (MS)
PRODUCTION-
DISTRIBUTION CENTER**
11 Listopada 68
38-300 Gorlice, Poland

+48 (018) 35 35 475

sekretariat@master-sport.de

 www.master-sport.de
 www.master-sport.eu



ISO 9001



IATF 16949



AEO



CERTIFIED



tecdoc.de



teccom.de



§ 12 FINAL PROVISIONS

1. The Agreement, in particular its validity, interpretation and performance are subject to Polish law. In Agreements concerning the provision of Services by the Supplier, the use of articles 737, 742, 743, 746 § 2, 748 of the Civil Code is excluded.
2. The General Terms and Conditions bind the Parties from the moment of the Supplier's signing the Agreement or accepting an Order.
3. The Supplier is not authorized to transfer all or part of the rights or liabilities resulting from the Agreement to any third party without prior written consent from MS, under pain of nullity.
4. MS has the right to make changes to these General Terms and Conditions.
5. By concluding an Agreement, the Supplier agrees that MS transfers all or part of the MS rights and liabilities resulting from the Agreement to third parties – entities directly or indirectly dependent on MS. MS shall inform the Supplier of their intent to transfer rights or liabilities to a third party in writing at least 7 days in advance.
6. If any of the provisions of the Agreement is considered a violation of applicable law, such provision shall be removed from the Agreement, whose other parts shall remain fully binding for the Parties. Should it turn out necessary for the interpretative integrity of the Agreement, the Parties undertake to negotiate such cases with good intent, in order to replace the removed provision with an alternative that complies with the law and is as close to the removed provision as possible.
7. The Agreement shall be subject to Polish law. In matters not regulated by this agreement, appropriate provisions of the Polish Civil Code apply. The Parties shall submit all disputes arising from the Agreement to the jurisdiction of Polish courts, and the court competent for solving disputes shall be the one competent to MS headquarters.