



DaVita sp. z o.o. General Contractual Terms

I. GENERAL

1. These General Contractual Terms (hereinafter referred to as the "GCT") apply to all contracts (sale contract, contract of mandate, contract for specific work, service provision contract) concluded by DaVita sp. z o.o. with its registered office in Wrocław, address: ul. Legnicka 48 (building F), KRS: 0000402428, NIP: 5252521356 (hereinafter referred to as "DaVita") within the scope of conducted business activity with other entrepreneurs (hereinafter referred to as the "Suppliers").
2. GCT are an integral part of the contracts referred to in Point 1 above and are binding for both Parties of such contracts as long as the Parties agree otherwise in writing or in an order accepted by DaVita (in written or document form). In the case of discrepancies between the GCT and a written contract or an order accepted by DaVita, the provisions of the written contract or the order shall prevail.
3. Supplier's General Contractual Terms may apply only insofar as they are not contrary to the provisions of these GCT and only if they are expressly accepted by DaVita.

II. DELIVERY

1. Goods shall be collected by DaVita representative in a place of delivery.
2. Delivery of goods (including the delivery under complaint or guarantee procedure) shall take place in accordance with DDP Incoterms 2010 (DaVita's address as specified in the Order), and in the case of return of goods by DaVita under complaint/guarantee procedure, the Supplier shall collect the goods from DaVita in accordance with EXW Incoterms 2010 (DaVita's address as specified in the Order).
3. If the case of delivery delay of 3 business days, the Supplier shall pay DaVita a contractual penalty in the amount of 1% of the value of the Order for each day of delay. DaVita is entitled to claim compensation in excess of the reserved contractual penalties on general terms.

III. PAYMENT

1. Day of payment: 30 days from the date of submitting a correctly issued invoice, to the account specified on the invoice.
2. The invoices shall be submitted to DaVita in an electronic form (in PDF or TIF) to the following e-mail address: PL_invoices@davita.com.
3. The invoices shall be issued to DaVita separately for each place of delivery and they shall include information on the relevant place of delivery. Each time a delivery





confirmation signed by DaVita representative in a relevant place of delivery must be attached to the invoice.

IV. COMPLAINT TERMS (disposable goods)

1. In the case of medication/medical device delivery – the Supplier undertakes to comply with best-before dates (use-by dates) of the supplied goods. Best-before date (use-by date) of the supplied medication/medical device may not be shorter than 6 (months) from the date of delivery, unless DaVita expressly agreed to a shorter best-before date (use-by date) in the order/offer acceptance.
2. In the case of quantity discrepancies in the delivered goods (the so-called quantity complaint), transport damage (the so-called distribution complaint) and in the case of quality complaint, DaVita shall promptly notify the Supplier of such circumstances (e-mail notification shall be permissible).
3. Time limit for complaint processing – 14 calendar days from the filing date. If a reply is not provided in the abovementioned time limit, the complaint shall be deemed recognised.
4. In the case of complaint recognition, at the Supplier's discretion, they shall correct the issued invoices, complete the missing number of goods, collect incorrectly delivered surplus of goods, and in the case of quality complaints – they shall gratuitously deliver the same number of goods without defects.

V. GUARANTEE TERMS (devices)

1. In the case of delivery of devices, including medical devices, the Supplier represents that they comply with all legal requirements and harmonised standards (including Polish standards) related to such devices.
2. The Supplier shall give DaVita a 24-month quality guarantee on the goods.
3. DaVita shall promptly notify the Supplier of defects in the delivered goods. E-mail notification is permissible.
4. The Supplier undertakes to remedy the defect in the goods not longer than within 72 hours from the notification date, unless the defect requires replacing spare parts which the Supplier does not usually have in their warehouse or the defect requires replacing the device with a new one – then the Parties shall set the replacement date together.
5. If it takes longer than 72 hours to remedy the defect, the Supplier shall gratuitously provide a replacement device of the same parameters, for the entire repair period.
6. If the Supplier fails to provide a replacement device as specified in Point 5 above, DaVita shall be entitled to charge a contractual penalty in the amount of PLN 50.00 for each day of such a failure. The above shall not exclude DaVita's right to claim compensation in excess of the reserved contractual penalty on general terms.





v2. 12112021

VI. REPRESENTATIONS

1. The Supplier represents that the goods comply with all legal requirements concerning marketing authorisation.
2. The Supplier represents that they have knowledge, legally required authorisations, qualifications, experience and financial, technical and personal capacity to perform the subject of the contract/order.
3. DaVita sp. z o.o. With its registered office in Wrocław represents that it has the status of a large entrepreneur within the meaning of Article 4(6) of the Act on counteracting excessive payment delays in commercial transactions of 8 March 2013.

VII. ANTI-CORRUPTION CLAUSE

The Parties, their representatives and associates shall not directly or indirectly:

- propose, give, accept or demand
- any financial or personal benefits (in particular such as: additional bonuses, bribes, illegal commissions and facilitation payments),
- in a way that may influence or appear to influence any decision

for the purpose of gaining or retaining any benefits (including, in particular: business benefits, gaining unfair advantage, inducing an official or other person to violate the applicable provisions of law).

VIII. CONFLICT OF INTEREST CLAUSE

1. The Parties represent that to the best of their knowledge as of the date of the Contract, there is no conflict of interest that could interfere the proper performance of the Contract by the Parties and affect their impartiality, independence or reliability.
2. The Parties represent that they undertake to exercise the utmost care in the scope required for their business activities and conduct activities aimed at preventing conflicts of interest.
3. The Parties represent that during the performance of this Contract, in the case of suspicion of potential conflict of interest influencing the representation referred to in Point 1, they shall promptly notify in writing the other Party of such a suspicion, providing its justification and, if possible, they shall propose any necessary actions aimed at preventing the conflict, taking into account the interest of the other Party.

IX. CONFIDENTIALITY CLAUSE

Information disclosed by DaVita during and in relation to the performance of this Contract shall be deemed confidential ("Confidential Information"). Taking into account the safety of Confidential Information, the Supplier represents that the Confidential Information that they received:



DaVita sp. z o.o.

Legnicka 48, building F

54-202 Wrocław

Phone: +48 71 342 98 50

v2. 12112021



- a) Remain an exclusive property of DaVita and shall be processed by them only for the purpose of and in relation with the performance of this Contract;
- b) May not be disclosed to third parties without prior, written consent of DaVita, unless the disclosure obligation results from applicable provisions of law;
- c) Should be protected against unauthorised disclosure under the pain of compensation liability and to an extent in which the Supplier protects their own confidential information;
- d) Should be subject to return after the performance of this Contract, upon explicit request of DaVita, however not later than within 14 days from the date of presenting such a request.

