

**F-PP-01-08 GENERAL TERMS AND CONDITIONS OF PURCHASE****I. Definitions**

1. **Ordering Party** - Inducomp Industrial Components Sp. z o.o. with the registered office in Izabelin and address: ul. Ks. Jeremiego 62, 05-080 Izabelin, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Division of the National Court Register under KRS number: 0000298708, NIP: 5213470732, REGON: 141286033, with the share capital of PLN 50,000.00
2. **Supplier** - any natural person, legal person, or other organizational entity without legal personality, which under conducted business activity sells/supplies the Goods or renders services for the Ordering Party.
3. **Working Days** - days from Monday until Friday with the exception of statutory holidays.
4. **Goods** - any movables or rights delivered by the Supplier to the Ordering Party.
5. **Services** - any services rendered by the Supplier to the Ordering Party.
6. **Conditions of Purchase** - these General Terms and Conditions of Purchase of Goods and Services of Inducomp Industrial Components Sp. z o.o.
7. **Agreement** – agreement on sale/supply of Goods or rendering of services by the Supplier to the Ordering Party to which these Conditions of Purchase apply each time (including all arrangement and annexes related to these agreements).
8. **Order** - declaration of will of the Ordering Party intending to execute the Agreement, specifying in details the terms of the sale / delivery of Goods or rendering of services. Accepting the Order by the Supplier constitutes the Agreement conclusion.

**II. General Provisions**

1. These Conditions of Purchase apply to all Orders, and all Agreements executed based on these Orders, unless the Parties decide otherwise in a separate agreement. Additionally, these Conditions of Purchase apply to activities preceding executing these Agreements, in particular to preparing and submitting offers. Executing the Agreement shall be deemed the acceptance of these Condition of Purchase by the Supplier.
2. These Conditions of Purchase are applied every time in its applicable version, unless it was agreed otherwise.
3. Unless the Parties agree otherwise, the agreement templates, the general terms and conditions of sale/delivery, rules and regulations, or other documents of the Supplier regulating the performance of the provisions of the Agreement by the Supplier shall not apply to the Agreements.
4. The Supplier undertakes to conduct business in accordance with ethical standards and professional integrity, to comply with the regulations and organizational and safety rules at the place of delivery of the Goods/Service performance, in accordance with the applicable regulations in the field of occupational health and safety, human rights, labor law, competition protection, and combating unfair competition and corrupt practices. The Supplier declares that he is aware of the applicable environmental protection regulations; he undertakes to care for the environment during the sale/delivery of Goods or performing Services, in particular in the field of waste management and being aware of the possibility of creating threats to the environment, and to apply all regulations in the field of Environmental Protection. The Supplier

is responsible for the management of waste generated in connection with the delivery of the Goods or performance of Services, in accordance with the above-mentioned regulations.

5. The Supplier is obliged to perform its obligations related to the sale/delivery of the Goods and the provision of Services with the utmost care, taking into account the business and professional nature of the Supplier's activities.
6. The Suppliers are required to provide, at each request of the Ordering Party, the data necessary to assess the Supplier as an entrepreneur and to assess the quality of Services or Goods delivered by the Supplier.
7. The Ordering Party has the right to verify the execution of the Order at the seat or plant of the Supplier.
8. By concluding the Agreement, the Supplier declares that the production of the Goods, their delivery, as well as the Goods themselves and the materials they are made of and provision of Services do not infringe any patents, licenses, copyrights, industrial designs, or other intellectual property rights of third parties.
9. The Supplier has the right to use any logos, visualizations, brand names, industrial designs or other elements subject to protection in the field of intellectual property rights provided to him by the Ordering Party only to the extent and for the purpose necessary to perform the Agreement and only for its duration.
10. The Suppliers ensure the compliance with the regulations related to the protection of personal data in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). If it is necessary to entrust the processing of personal data, the Parties shall conclude a separate agreement on entrusting the processing of personal data, which shall become an integral part of the Agreement.
11. The Supplier shall indemnify and hold the Ordering Party harmless from and against any claims of third parties in connection with the Goods, parts and materials provided under this Agreement resulting from a patent, license, copyrights, proprietary designs or other rights related to intellectual property. In the event of proceedings being conducted in relation to such claims, the Supplier will provide the Ordering Party's with direct defense at its own expense. If the Ordering Party suffers any damage related to the claims of these third parties, the Supplier undertakes to compensate the Ordering Party in full.

### **III. Offers**

1. The Ordering Party selects the Supplier based on the analysis of an offer submitted by the Supplier as a result of request for proposal (RFI, RFP or RFQ) addressed by the Ordering Party to the Supplier, and information about the Supplier obtained by the Ordering Party himself. Requests for Proposal are sent by email along with requirements concerning specific Goods or Services. The Supplier should send the proposal in time agreed with the Ordering Party.
2. In the event that the Supplier has not received all the data enabling him to prepare an offer, he should contact the Ordering Party to supplement missing information.
3. The Supplier is bound by the submitted offer for the time specified in the offer, however not shorter than 60 days. The Parties may agree separately a date until which the proposal shall be binding.
4. The price conditions submitted by the Supplier include the costs of delivery of the Goods in accordance with the DDP/ Delivered Duty Paid terms (according to Incoterms 2020).
5. The Ordering Party is not obliged to place an order with the Supplier.

**IV. Orders**

1. The Ordering Party places the Order in writing via e-mail, specifying the detailed requirements, in particular the quantity of the Goods, scope of services, their required parameters, and the delivery date.
2. The Supplier confirms the acceptance of the Order for execution in writing via e-mail or other form agreed individually with the Ordering Party. Commencing to perform the Ordering Party's Order shall mean accepting the Order on the terms and conditions specified therein and on the provisions contained in these Conditions of Purchase.
3. In the event that the Supplier has not received all the data enabling him to fulfil the Order, he should contact the Ordering Party to supplement missing information.
4. Failure to clearly reject the Order by the Supplier, or send notification referred to in point 3, within two working days from the date of its delivery to the Supplier, shall be considered as accepting the Order and moving it for fulfilment.
5. The Ordering Party is entitled to change the Order in terms of quantity, quality and date of the Delivery of Goods or the provision of Services, also after its acceptance by the Supplier - the scope and date of changes shall be agreed individually with the Supplier.
6. The Ordering Party reserves the right to return a part of the Order (rescind the Agreement in part) and limit its scope. Any return of a part of the Order or limitation of its scope shall be done using the unit prices adopted for the implementation of a given Order. Rescission of the Agreement and return of part of the Order may be made within 6 months from the date of delivery of the Goods. The right to rescind does not apply to Orders which include products made at the special request of the Ordering Party, after the Supplier has started to produce these Goods.

**V. Subject of the Agreement**

1. The sold/delivered Goods and the ordered Service shall constitute the subject of the Agreement.
2. For each product, the Ordering Party will provide additional specific requirements which will apply to a given type of project - they will be part of the request for proposal.
3. The Supplier will execute the subject of the Agreement of the best quality, in accordance with the content of the Order, as well as with the applicable standards and regulations.
4. The Supplier, together with the delivery of the purchased Goods, will provide the Ordering Party with all warranty cards, approvals, certificates, all technical documentation, and other documents indicated in the Order. The Supplier will ensure that these documents are up to date. The Supplier is obliged to provide all such documents which will allow the Goods to be introduced to the European Union market, including the Polish market, or to resell the Goods, especially on the Polish market, in accordance with applicable law, and/or other documents specified in the Order.
5. The Supplier is obliged to document the performance of the Services, in particular the Services of an intangible nature (e.g. by providing the Ordering Party with copies of the produced marketing and promotional materials, sending reports on the provision of marketing and promotional services or PR services).

**VI. Date and terms of delivery**

1. Deliveries shall be made in accordance with the DDP / Delivered Duty Paid / terms (according to Incoterms 2020) to the place indicated in the Order, unless otherwise indicated in the Order.

2. Delivery dates are the dates specified in the Order and shall mean the date of delivery of the Goods to the place of delivery indicated in the Order or, respectively, the date of performance of the Service, unless otherwise agreed in writing. The Supplier must strictly adhere to the delivery dates.
3. Partial deliveries are allowed, if so specified in the Order or agreed in writing with the Ordering Party.
4. The date of delivery of the Goods/performance of Services agreed in the Agreement concluded based on the Order is final and the Supplier shall be liable for any damage resulting from failure to meet the delivery date.
5. If there is a risk that the delivery dates will not be met, the Supplier is obliged to immediately inform the Ordering Party of all circumstances that may delay the delivery of the Goods/performance of Services. The Supplier is obliged to state in writing the expected period of delay and the reasons for its occurrence.
6. The Ordering Party is responsible for unloading the Goods, and the Supplier shall make the Goods available for unloading at the place designated by the Ordering Party.
7. The Supplier is responsible for damage resulting from any delay, loss or damage due to improper labeling, packaging or shipment marking.
8. The Ordering Party reserves the right to rescind the entire or part of the Agreement not performed within the period specified in the Order without the obligation to pay any compensation. At the same time, the Ordering Party reserves the right to claim damages from the Supplier for improper performance of the Agreement concluded based on the Order under the general principles specified in the Civil Code and reimbursement of costs incurred for the substitute performance of the subject of the Order.
9. Upon receipt of the Goods/Services, the Ordering Party shall only check the type of Goods and Services, their correct quantity. There is no obligation to verify the quality of the Goods or Services.
10. The Ordering Party is not obliged to accept the Goods delivered before the delivery date. The Ordering Party has the right to return to the Supplier, at the Supplier's expense and risk, any shipment delivered before the delivery date or to charge the Supplier with appropriate storage costs. The Supplier shall bear the risk of damage or loss.
11. The Supplier undertakes to label the Goods in accordance with applicable law and in a manner agreed with the Ordering Party.

## **VII. Liability and Warranty**

1. The Supplier guarantees the highest quality of the Goods or Services. The guarantee is granted upon delivery of the Goods or receipt of the Service.
2. The Supplier grants a quality guarantee for the delivered Goods for a period of 2 years, or longer if it has been agreed by the Ordering Party and the Supplier or results from the warranty card attached to the Goods. However, if the Goods/Services are defective at the time of delivery, the warranty and implied warranty period is extended by the period required to remove these defects. In any event, the longer period applies.
3. In the event of non-compliance of the Goods with the Order, or other arrangements made in writing between the Ordering Party and the Supplier, the Ordering Party shall provide the Supplier with a "Non-compliance Report" describing the same, and may, at his own discretion, rescind the Agreement in whole or in part, demand repair or replacement of the defective Goods at the expense of Suppliers, or demand a reduction of the agreed price. Notwithstanding the foregoing, the Ordering Party retains the right to claim compensation for

actual damages and lost profits. In the event of additional costs related to the complaint of the Ordering Party's customer, they will be fully transferred to the Supplier.

4. In the event of non-compliance of the Service with the Order or other arrangements made in writing between the Ordering Party and the Supplier, the Ordering Party may demand that the defect be removed, and if the defects cannot be removed, or if the Supplier fails to remove the defect within the prescribed period, the Ordering Party may, at his own discretion, rescind the Agreement or demand a reduction in remuneration.
5. The Supplier is obliged to remove the defect in the Good or Service or replace the defective Product with a non-defective one - at the discretion of the Ordering Party, up to 5 business days from the date of reporting the defect by the Ordering Party, unless the Ordering Party agrees to a different date in writing via e-mail. If the Supplier does not remove the defect in the Goods or Services or does not replace the Goods with defect-free Goods within the time limit set out in the preceding sentence, the Ordering Party is entitled to remove the defect on its own or procure its removal, or - with regard to the reported defect in the Service – order a third party to performance the Service, in both cases at the expense and risk of the Supplier, after prior written notification to the Supplier.
6. The Ordering Party reserves the right to refuse to accept the defective Goods/performed Services.
7. In the event of refusal to accept the Goods, the Ordering Party shall inform the Supplier about this fact immediately, stating the reasons for the refusal. The Goods which, in accordance with the preceding sentence, the Ordering Party refused to accept, will be - at the Ordering Party's discretion - returned to the Supplier at his expense and risk or kept by the Ordering Party, if possible, until the Supplier gives the Ordering Party further instructions as to their disposal, however, not longer than for a period of 5 Business Days from the date of notification of the refusal to accept the Goods.
8. Acceptance by the Ordering Party of late delivery of the Goods or late performance of the Services does not constitute the waiver of any claims for improper performance of the Agreement regarding these Goods and Services, including the Ordering Party's right to submit claims for delay in performance of the Agreement.
9. Exercising the rights under the warranty does not affect the Supplier's liability under the implied warranty.
10. The Ordering Party has the right to demand from the Supplier liquidation damages in the amount of:
  - a. In the event of delay in the delivery of Goods or performance of Services - in the amount of 0,5 % of the net value of the Goods or Services affected by the delay, for each day of delay but not more than 100% of value;
  - b. In the event of delivery of defective Goods or defective performance of Services (contrary to the Agreement and Conditions of Purchase) - in the amount of 0,5 % of the net value of the defective Goods or Services but not more than 100% of value;
  - c. In the event of breach of confidentiality obligation - in the amount of PLN 5000 for each breach.
11. The Ordering Party is entitled to claim supplementary compensation in excess of the reserved liquidation damages on general terms.

#### **VIII. Payment terms**

1. Provided that the delivered Goods and invoice comply with the specification and provisions of the Order, the payments will be made by the Ordering Party by a wire transfer to the Supplier's

account indicated in the invoice within the time limit indicated in the Order from the date of delivery of the invoice to the Ordering Party's office.

2. In the event of finding defects in the subject of the Order, the Ordering Party may withhold the payment of the price for the Goods or remuneration for Services until the defect is removed.
3. The Suppliers are required to issue relevant billing documents related to the delivery of the Goods and performance of the Services, in particular VAT invoices. Each billing document (in particular an invoice) must contain the date and number of the Agreement concluded by the Parties or the date and number of the placed Order.
4. In the absence of the indicated data in the billing document, the Ordering Party may return such a document to the Supplier, and then the payment date is counted from the date of delivery of a properly completed billing document to the Ordering Party.
5. Any retention of title to the Goods until the price is paid shall be ineffective against the Ordering Party.
6. The remuneration for the Services and the prices of the Goods set out in the Agreement between the Parties shall apply throughout the term of the Agreement and shall not be changed, unless the Parties agree otherwise in the Agreement.
7. If, in accordance with the Agreement concluded between the Parties, the price of Goods or the remuneration for Services are specified in the Supplier's price list (tariff), the Supplier is obliged to inform the Ordering Party in writing or by e-mail at least two months in advance of the intention to change the price list (tariff). Any such change requires the consent of the Ordering Party expressed in writing or by e-mail, otherwise null and void.
8. In the event of continuous cooperation, unless the Parties agree otherwise in the Agreement, the Ordering Party is entitled to a 1.5% discount on the net turnover generated by the Ordering Party in a given calendar year, i.e. the net value of the Goods or Services purchased in that period. The indicated discount is subject to settlement by 15 February of the calendar year following the year to which the settlement relates.

#### **IX. Confidentiality**

1. All information arising directly from these Conditions of Purchase and the Agreement, as well as information obtained by the Supplier in connection with the implementation of the Order, including in particular any organizational, commercial, technological and technical information regarding the Ordering Party and not made available to the public, as well as data of customers and business partners of the Ordering Party will be considered confidential information by the Parties and as such shall not be disclosed to third parties.
2. This obligation does not apply to situations where the obligation to provide information results from mandatory provisions of law.
3. The Supplier declares that he shall not use confidential information for purposes other than implementation of the Agreement's provisions and individual Orders, and he shall ensure due protection of such information appropriate to its confidential nature.
4. The confidentiality obligation is valid for the entire duration of the Agreement and for a period of 36 months after its termination.

#### **X. Final provisions**

1. These Conditions of Purchase apply to all Agreements concluded from \_\_\_\_
2. These Conditions of Purchase are valid for indefinite duration.
3. The Ordering Party may amend the Conditions of Purchase from time to time and shall inform the Supplier about each amendment by sending the current uniform text of these Conditions.

4. If the Supplier fails to submit an objection to amendments to the Conditions of Purchase in writing within 30 days in order to be valid, it is considered that he accepted the amendments and from the expiry of the above deadline, and the amended Conditions of Purchase shall apply to all concluded and not yet implemented Agreements and newly concluded Agreements.
5. In the event of an objection to the new wording of the Conditions, the previous Conditions shall apply to the existing Agreements. The Ordering Party shall have the right to rescind such Agreements within 30 days of receipt of the objection, and to terminate the recurring Agreements with immediate effect,
6. The Parties undertake to settle any disputes related to the interpretation and performance of the provisions of the Agreement, as well as in the field of interpretation and application of the Conditions of Purchase, primarily amicably.
7. In the event of failure to reach an agreement within 30 days from the commencement of negotiations, each Party may refer the matter to a common court competent for the seat of the Ordering Party. The Parties agree that this court shall have jurisdiction to hear any disputes arising from the Agreement.
8. The Parties choose the Polish law as applicable to the assessment of the content and legal effects of the Agreement.