

GENERAL TERMS AND CONDITIONS OF PURCHASE OF ELECTROPOLI Poland Sp. z o.o.

I/ DEFINITIONS AND INTERPRETATIONS

- "Buyer" means ELECTROPOLI Poland Sp. z o.o. in all contractual relations when it acts as a buyer, purchaser, client, customer, etc.
- "Seller" means e.g. a supplier, contractor, legal or natural person that enters into contractual relations with Electropoli Poland Sp. z o.o.
- "Delivery/Goods" means goods, service, job, project, work, etc.
- "Non-Conforming Delivery" means incompleteness or inaccuracy of the information on the delivery note, as well as any inconsistency between the order and the actual Delivery or defectiveness of a Delivery or part thereof.

II/ ACCEPTANCE OF GENERAL TERMS AND CONDITIONS OF PURCHASE

- By accepting the Buyer's order or concluding a supply agreement, the Seller expressly confirms that he has read and accepts these GTCP. The Seller also acknowledges that if he does not accept an order, he will be deemed to have agreed to these GTCP by making a Delivery according to the Buyer's order.
- In the event that the Buyer does not receive a confirmation or rejection of an order within 2 working days, the order shall be deemed to have been accepted and the Buyer expects its proper performance.
- An order placed by the Buyer along with these GTCP are the only contractual arrangements that will apply under a particular contractual relationship and, once an order is accepted, any other contractual terms of the other party will be expressly excluded. Any change made by the Seller to any item in an order will be binding on the Buyer only if such a change is approved in writing by the Buyer.
- If the Seller and the Buyer enter into a written agreement, the contractual terms shall prevail over the GTCP.
- The business relationship is governed by the effective legislation of the Poland which regulates the legal position and relations between the businesses.

III/ CONCLUDING CONTRACT

- An order that is placed orally or by telephone will be regarded as a valid order only after its written confirmation by the Buyer, while confirmation by e-mail is also considered a written confirmation.
- An order validly placed by the Buyer is deemed as a contract proposal. The contractual relationship is established upon confirmation of the order.
- The rights and obligations under the contract or part thereof cannot be assigned to a third party, unless the assigned party grants its consent in advance.

IV/ CONFIRMATION OF PERFORMANCE OF AN ORDER

- An order confirmation must be sent by the Seller to the Buyer by e-mail to the e-mail address, from which the order was sent to the Seller, within two (2) business days after receipt of the order. If no change of the order is reported by the seller within 2 working days, it will be considered that the order is confirmed.
- Any change in the order by the Seller is subject to the written consent of the Buyer.
 - The Buyer reserves the right to cancel the order or part thereof in case of an increase in the price of the order or a change of other circumstances under which the contract was concluded. With the order confirmation, the seller gives consent to perform an audit at the Seller (always announced in advance).

V/ PRICE, INVOICING, PAYMENT TERMS

- Invoices may not be issued by the Seller until after official acceptance of the Delivery by the Buyer. The maturity of the invoice for the goods delivered is specified in the order for the goods as previously agreed between the Buyer and the Seller. The invoice must be delivered to the Buyer either electronically at purchase.invoices@electropoli.pl, or at the following address: **Electropoli Poland Sp. z o.o. ul. Grażyńskiego 141, 43-300 Bielsko-Biala** and must contain the information prescribed by the applicable statutory provisions, namely the Value Added Tax Act in force on the date of taxable supply or on the date of payment, and the Accounting Act in force on the same date. All tax documents must always state order number, the number of each order item (if

- stated in the order), item description, item serial number (if any), quantity, price per item plus a photocopy of the handover certificate.
- In the event that an invoice fails to contain all of the above required information, the Buyer may return it before the due date to the Seller for correction or completion. In such a case, a new maturity period according to the agreed terms of payment will apply starting from the date when a corrected invoice is actually received.
- The delivery terms are specified by the Incoterms specified in the order upon previous agreement between the Buyer and the Seller. Any change or increase of the price compared to the price stated in the order is subject to the Buyer's written approval.
- The Buyer reserves the right to cancel an order or part thereof in the event that the price of the Delivery has increased before the scheduled delivery date.

VI/ DELIVERY TERMS

- The place of delivery is the delivery address stated in the bottom left corner of the order. The Seller is obligated to complete the order for the Buyer by the deadline stated in the order.
- Each Delivery must be accompanied with a **delivery note** containing: order number, item number, item description, serial number (if any), quantity and price per item. The Buyer reserves the right to return the Delivery at the Seller's expense, if the delivery note fails to provide the information required under this Article.
- The Buyer reserves the right to refuse to accept any Delivery that has any defects concerning quantity, quality, finish or packaging.
- The Seller will be deemed in default once the delivery deadline has expired, without the need to receive any prior notice from the Buyer.
- In the event of the Seller's default on making the Delivery by the agreed deadline, the Seller will be obligated to pay the Buyer a late delivery penalty of 0.05% of the total value of the Delivery for each day of default, or part thereof, until the Delivery is properly made.
- In the case of a Non-Conforming Delivery, the Buyer shall be entitled to issue a non-conformance report and require the Seller to pay, in addition to the contractual penalty, an administrative fee of EUR 75 or PLN 300 payable 30 days after delivery of the invoice.
- Provisions regarding the contractual penalty and the administrative fee or the payment thereof shall not affect the Buyer's right to claim damages incurred by the Buyer due to the Seller's default, which the Buyer may require in addition to the contractual penalty and the administrative fee, and they shall not affect the Seller's obligation to fulfil its obligations arising from the order. The Buyer is entitled to unilaterally set off these amounts.
- The Seller is obligated to hand over to the Buyer any documents that are necessary for the acceptance and use of the Delivery, as well as any documents that are necessary for the acceptance of transported Goods or for the free use of the Goods or for custom clearance of the Goods on import, including any other agreed documents.

VII/ QUANTITY, QUALITY, FINISH

- The Seller is obligated to make the Delivery in the quantity, quality and finish that are specified in the order or a contract or any other agreed acceptance terms, and the Goods must be packed or secured properly for transport purposes.
- The Seller agrees to deliver the Supplies in compliance with any and all other documents regulating the relationships between it and Electropoli with respect to the Supply and that are supplements to these General Terms of Purchase, particularly in compliance with the drawings, specifications, list of requirements, etc. (the "Documentation").
- If the contract does not specify the quality or finish of the Delivery, the Seller will be obligated to make the Delivery in the quality and finish that are fit for the agreed purpose or, if no such purpose is specified, the purpose for which such Goods are usually used.
- If the Seller fails to make the Delivery in the quantity, quality and finish that are specified in the order, the Buyer is entitled to retain the price of the Goods in full or in an amount corresponding to the part of the undelivered Goods or Goods returned to the Seller until the proper Delivery of the Goods in accordance with the order.
- If the Seller delivers a greater quantity of Goods than ordered, it applies that no purchase agreement has been made for the excess

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quantity, unless the Buyer notifies the Seller without undue delay that it will keep the excess quantity.

- The Seller declares that he is familiar with the existing tax regulations of all countries to which the Delivery relates. In the event of a breach of tax regulations the Seller will be obligated to pay the Buyer any and all taxes, fees or penalties that would be otherwise payable by the Buyer.

VIII/ OWNERSHIP TITLE

- Ownership title to the Delivery will pass on to the Buyer upon official acceptance of the Delivery (i.e. written confirmation of the delivery note) or, if official acceptance cannot be achieved, then in the manner customary in business practice.
- The Buyer will not accept a Delivery that has any defects.
- These GTCP exclude any arrangement that would result in the postponement of transfer of ownership title to the Delivery.

IX/ SUBCONTRACTORS

- In cases when the Seller authorizes another party (i.e. subcontractor) to make the Delivery, the Seller will have the same liability, as if the Delivery was made by the Seller himself. The Buyer may state in the order that the Seller must not authorize another party to make the Delivery.

X/ LIABILITY FOR DEFECTS

- The Seller will be liable for any defects in the Delivery, or part thereof, at the moment when the risk of damage to the Goods passes on to the Buyer, even though the defect becomes apparent later. This will not affect the Seller's obligations arising from the quality warranty for the Goods.
- The Seller will also be liable for any defect that arises after the moment referred to in the previous paragraph, if such a defect is caused by a breach of the Seller's obligations.
- The Seller provides the Buyer with a quality guarantee for the Delivery in the duration of at least 24 months that will commence upon the official acceptance of the Delivery, unless a longer warranty period is contractually agreed.
- The Buyer reserves the right to cancel an order, or part thereof, if the defects identified are not removed within fourteen (14) days after a complaint is made, or if the delay with the Delivery exceeds one week after the scheduled delivery date, or if the agreed warranty arrangement is not complied with.

XI / AUDIT RIGHTS

- The Seller grants the Buyer and the Buyer's customer access to the Seller's premises and books and records for the purpose of auditing the Seller's compliance with the terms of the Buyer's order. In this context the Buyer may make an inventory of finished goods, work in progress, raw materials, any of the Buyer's property and all work or other items to be provided pursuant to the Buyer's order.
- The Seller will cooperate with the Buyer to facilitate the information that Buyer may request for, including the financial information. Additionally, the Seller shall commit itself to preserve all records in the relation with the performance of the Buyer's order, for a period of not less than one year after the Buyer Order's completion and/or for a longer period as set forth by the Client and/or for the international law.
- Any such audit or inspection conducted by the Buyer or its representatives will not constitute neither the exemption of Buyer's customer liability for the breach of the Seller's obligations nor an express or tacit acceptance of any goods or services.

XII / FINAL PROVISIONS

- The Seller represents that all goods ordered and delivered to the Buyer have not been, and will not be, acquired by crime or as consideration for crime. The Seller declares that it always carefully and conscientiously investigates the origin of all its goods, always fully knows their origin and will never hide or conceal this origin from the Buyer.
- The Seller shall not have the right to sell or otherwise transfer the rights to an Order in full or in part, even free of charge, without the prior and express consent of Electropoli.

- The Seller undertakes to proceed in negotiations with the Company in accordance with the Company's internal regulations, which are available on the Company's website under the "Suppliers Specific Requirements".

- The Seller undertakes to report to the Buyer any breach of the obligations set out in these documents (especially in the Code of Ethics and Codes of Conduct) of the employees and workers of the Buyer.

XIII/ CONFIDENTIALITY

- Any and all information disclosed to the Seller by Electropoli or any of its related entities or representatives, including technical, industrial, commercial, financial information, regardless of the manner in which the same was provided (verbally, in writing or otherwise), including the design, drawings, descriptions specifications, reports, microfilms, computer discs, software and related documentation, samples, prototypes, etc. shall be confidential (the "Information").

- The Information shall also include the information obtained in the course of the fulfilment of the Order by the employees and agents of the Seller, Seller, subcontractors, representatives or permanent or temporary co-workers

- The Information may be used solely in connection with an Order. The Seller shall act with the utmost diligence to ensure that the Information is not disclosed to any third parties.

- This confidentiality obligation shall remain in force for five (5) years after the termination of the Order for any reason. Upon the completion of fulfilment of an Order, the Seller shall, on first demand, return to Electropoli any and all documents relating to the Order, whether or not the same is confidential, and without retaining any copies thereof, unless Electropoli grants its prior and express consent thereto.

XIV/ GOVERNING LAW

- Any relations not regulated in this GTCP shall be governed by the provisions of Polish law.

- Any potential disputes arising out of or in connection with an order that cannot be resolved through negotiations between the parties will be resolved according to Polish law by the competent Polish courts, while the territorially competent court shall be the court, in whose district the registered office of the Buyer is located.

- The Seller declares that he has read, fully understood and agrees to be bound by these General Terms and Conditions of Purchase, a copy of which he has received.

Bielsko-Biala, 02.01.2024


ELECTROPOLI Poland Sp. z o.o.