



WASIAK GROUP GENERAL PURCHASING TERMS AND CONDITIONS

I. GENERAL PROVISIONS

1. These General Purchasing Terms and Conditions (hereinafter referred to as: **GTCs**) shall apply to orders placed by all companies belonging to the Wasiak Group with its registered office in Poland, i.e. to: Wasiak S.A., Wasiak Industry Sp. z o.o., Wasiak Technology Sp. z o.o. and Wasiak Beteiligungs-GmbH Sp. z o.o. Branch in Poland (hereinafter referred to collectively as: the **Purchaser**) and concern respectively the purchase of raw materials, products or equipment (hereinafter referred to as: the **Goods**), as well as rendering the services related to the **Goods** by a third party (hereinafter referred to as: the **Supplier**), who submits to the **Purchaser** an offer to enter into a contract or to whom the **Purchaser** addresses an enquiry or order to purchase the **Goods**.
2. The purchase of the **Goods** shall mean any contract under which the **Purchaser** acquires ownership of the **Goods** from the **Supplier**, excluding construction contracts, contracts for the design, manufacture and delivery of equipment, machinery and production lines and contracts for the rendering of the services related thereto. An order placed by the **Purchaser** to the **Supplier** (hereinafter referred to collectively as the **Parties** or separately as: a **Party**) shall also be deemed to be a contract.
3. These **GTCs** shall apply unless other provisions are agreed in writing between the **Parties**. The provisions of the purchase order and the detailed terms agreed in writing shall take precedence over the provisions of these **GTCs**.
4. By performing the order, the **Supplier** fully assumes the obligations arising out of these **GTCs**.
5. These **GTCs** shall apply as provided to the **Supplier** at the time of purchase of the **Goods**. A current version of the **GTCs** shall be made available at all times on the wasiak-gruppe.com website.

II. OFFERS

1. All offers addressed to the **Purchaser** by the **Supplier** are free of charge and non-binding for the **Purchaser**. The offer must be complete and contain all information necessary to assess whether the **Goods** offered by the **Supplier** comply with the requirements specified in the request for quotation. Submitting an offer by the **Supplier** means that the **Supplier** has read and accepted the content of these **GTCs**.
2. A request for quotation is an invitation to submit offers addressed to the **Supplier** by the **Purchaser**.
3. Offers and requests for quotations shall be made in Polish, unless the **Parties** agree otherwise.
4. The **Purchaser** may at any time request the **Supplier** to submit, free of charge, additional information, enquiries and other required or related documents which are relevant to the subject matter of the offer.

III. CONTRACT CONCLUSION

1. The contract between the **Parties** shall be made in writing. The form in writing shall mean the form in writing within the meaning of Article 78 of the Polish Civil Code, unless otherwise stipulated by the **GTCs**. The submission of a statement by the **Purchaser** or the **Supplier** by means of electronic mail shall also be deemed equivalent to the form in writing.
2. Failure to provide the **Purchaser** with acceptance of the terms and conditions of the contract by the **Supplier** within 3 working days of the date of service of the contract shall mean acceptance of the terms and conditions of the contract by the **Supplier**.
3. For the purposes of interpreting the contract between the **Supplier** and the **Purchaser**, the following sequence of documents constituting parts of the contract shall be adopted:
 - a) the **Purchaser's** contract or purchase order,
 - b) the accepted request for quotation/offer taking account the technical conditions and quality standards specified for the **Goods** in question,
 - c) these **GTCs**.

IV. ORDERS

1. Orders for the **Goods** shall be submitted by the **Purchaser** in electronic form to the e-mail address specified by the **Supplier**. Orders must be confirmed by the **Supplier** within 3 working days of the order date. A paper document or an e-mail sent by the **Supplier** to the **Purchaser** shall be deemed to be a written confirmation. If it proves impossible to perform an order in accordance with the specifications, the **Supplier** shall immediately inform the **Purchaser**, indicating a possible completion date.
2. Failure to confirm the order in writing in accordance with IV Section 1 above shall be deemed to be a tacit acceptance of the order for performance under the terms and conditions specified in the order and the **GTCs**.
3. Any amendment or supplement to any of the provisions of the order and/or the **GTCs** shall be deemed to constitute amending terms. Any changes to the order must be expressly accepted by the **Purchaser** in writing and, if not accepted, shall entitle the **Purchaser** to cancel the order placed.
4. In the event of a volume extension of the scope of the order, the **Supplier** shall, upon prior consultation on the possibility of the extension, deliver the **Goods** of the extended scope at the prices and discounts agreed in the original order.
5. The **Purchaser** may cancel the performance of the order in whole or in part without giving any reason, after prior contract with the **Supplier**.

V. CONDITIONS OF DELIVERY

1. The subject of the delivery shall be performed in accordance with the contents of the order/contract, applicable norms and regulations.
2. The **Purchaser** shall each time specify in the order/contract the completion date of the subject of the order and the place of delivery. **Goods** shall be sold in accordance with the current version of INCOTERMS and unloaded at the final place of delivery specified by the **Purchaser**. Should the particular place of delivery not be specified, delivery may only be made at the unloading hall or other place specified by the **Purchaser**.
3. Delivery dates shall be those specified in the order and shall mean the date of delivery of the **Goods** to the delivery location specified in the order. The **Supplier** undertakes to comply with the delivery dates specified in the order/contract. Partial deliveries may be accepted upon prior written contract with the **Purchaser**.

4. The **Supplier** shall be liable for any damage resulting from a delay in the delivery of the **Goods**. If there is a risk of failure to meet the delivery date, the **Supplier** is obliged to inform the **Purchaser** in writing of the anticipated time of delay and the reasons for the delay.
5. The ordered **Goods** shall be delivered by the **Supplier** to the place specified in the order. The **Purchaser** may unilaterally decide to collect the **Goods** from the **Supplier**.
6. A complete set of delivery documents and a consignment note shall be enclosed with each delivery. Such documents should include the order number, as well as the specification of the **Goods** shipped, quantity, packaging details, weight and place of acceptance, if specified in the order. The **Supplier** shall include with delivery: guarantee documents, technical documentation related to the **Goods**, including in particular operating and maintenance manuals, training manuals, drawings, technical data sheets, product safety sheets, factory inspection certificates, certificates of conformity and other necessary approvals. The preferred form of delivery of such documents shall be by electronic means.
7. The **Purchaser** may refuse to accept a delivery if the allocation of the delivery to the order is impossible or unreasonably difficult due to incomplete nature of such documents/consignment note.
8. The **Supplier** shall be liable for any loss or damage resulting out of the delivery of the **Goods** due to inadequate labelling, packaging or identification of the consignment. The transfer of the risk of accidental loss or damage to the **Goods** from the **Supplier** to the **Purchaser** shall take place upon the **Purchaser's** flawless documented acceptance of the delivery item at the agreed place. The **Supplier** warrants that at the time of delivery the **Supplier** shall hold title to the **Goods** and shall transfer it free of liens, encumbrances and claims.
9. The **Purchaser** shall be entitled to postpone delivery of the ordered **Goods** in part or in whole upon prior arrangement of the necessity to postpone delivery with the **Supplier**. In such case, the **Supplier** undertakes to store the **Goods** at the **Supplier's** or third party's warehouses until it has received permission to commence delivery. The exercise of the above mentioned right for the initial period of 30 days will not generate any costs on the part of the **Purchaser**.
Upon the expiry of the above-mentioned period, the **Parties** shall agree on the terms and costs of further storage of the **Goods** at the **Supplier's** or third party's warehouses.
10. In the event that the **Goods** do not meet the specification, the **Purchaser** may trigger the complaint or quality notification procedure by returning the **Goods** at the **Supplier's** cost and risk or by notifying the **Supplier** that the **Goods** have been rejected and that they are stored at the **Supplier's** risk and cost.

VI. PRICE

1. The prices specified in the order shall be fixed and shall not be subject to any variation and shall apply for the **Goods** delivered to the specified place of delivery at the **Supplier's** expense or under any other terms and conditions specified between the **Parties**.
2. All prices specified by the **Supplier** are net prices. The applicable value added tax will be applied to the prices.

VII. TERMS OF PAYMENT

1. A VAT invoice shall be issued on the basis of a protocol of defect-free acceptance of the **Goods**, proof of its issuance or a consignment note signed by the **Parties'** representatives.
2. Provided that the quantity and quality of the delivered **Goods** comply with the order and the contract, payment will be made by the **Purchaser** in the form of a transfer to the bank account of the **Supplier** specified in the VAT invoice within 45 days of the date of delivery of the VAT invoice to the **Purchaser** along with the protocol of defect-free acceptance of the **Goods**, unless the **Parties** have agreed a different date in the submitted order/contract.

3. The date of payment shall be the date on which the **Purchaser's** bank account is credited with the amount specified on the VAT invoice.
4. In the event that the VAT invoice does not contain the information required by law or agreed by the **Parties**, it may be returned to the **Supplier**. In this case, such a VAT invoice shall be deemed not to have been delivered and, consequently, the time limit for payment shall not commence.
5. The deadline for payment of incorrectly issued VAT invoices shall be counted as of the moment of delivery of correctly issued VAT invoices or correction notes to the **Purchaser**.

VIII. LIQUIDATED DAMAGES, WITHDRAWAL FROM A CONTRACT

1. In the event of non-performance or undue performance by the **Supplier** of the whole or part of the subject matter of the contract or order, the **Supplier** shall be obliged to pay to the **Purchaser** liquidated damages in the amount of 0.15% of the net remuneration covered by the order or contract for each day of delay, but not more than 30% of the total net value of the order or the subject matter of the contract.
2. The liquidated damages shall not apply in the event that the **Purchaser** agrees in writing that the **Supplier** may deliver at a different time, provided that the **Supplier** notifies the **Purchaser** accordingly in advance.
3. The **Purchaser** shall have the right to set off any claims to which the **Purchaser** may be entitled against the remuneration due to the **Supplier**. In the event of the **Supplier's** delay in the performance of the subject matter of the order/contract or the **Supplier's** failure to comply with its obligation to notify of a possible delay in its performance, the **Purchaser** may:
 - a) purchase from another supplier, at the **Supplier's** expense and risk;
 - b) withdraw from the order/contract within 14 days for reasons attributable to the **Supplier** without setting an additional deadline, upon written notice to the **Supplier**.The above shall not exclude the **Purchaser's** right to charge liquidated damages under the terms of these **GTCs**.
4. In the event that the **Purchaser's** damage exceeds the value of the accrued liquidated damages, the **Purchaser** is entitled to seek supplementary compensation on general terms.
5. The **Purchaser** reserves the right to withdraw from all or part of an order/contract not completed by the agreed date within 14 days from the expiry of the agreed date of performance of all or part of an order/contract without any obligation to pay any compensation. At the same time, the **Purchaser** reserves the right to claim from the **Supplier** compensation for improper performance of the contract on general terms and reimbursement of costs incurred for substitute performance of the contract/order.
6. The **Purchaser** shall only be liable for the **Supplier's** direct and actual losses (it shall not be liable for indirect damages or lost profits) and such liability shall be limited to the net value of the order in question.

IX. GUARANTEE AND WARRANTY

1. The **Supplier** shall grant the **Purchaser** a guarantee and warranty for the **Goods** delivered for the period specified in the order/contract. Unless otherwise specified in the order/contract, the guarantee period shall be 24 months following the faultless delivery of the **Goods** to the place specified by the **Purchaser** in accordance with these **GTCs**.
2. The **Purchaser** shall notify the **Supplier** of any defects found in the **Goods** delivered. Defects discovered upon acceptance and during the guarantee period shall be remedied within the time limits set by the **Purchaser**.

3. The **Purchaser** reserves the right to return all defective **Goods** at the **Supplier's** expense or to request a replacement of the **Goods**. The **Supplier** shall take all necessary steps to ensure that defective **Goods** are replaced or repaired with due diligence at the **Supplier's** costs.
4. In the event that the **Supplier** fails to remove the reported defect within the specified period, the **Purchaser** may remove the defect in lieu of the **Supplier** at the **Supplier's** expense and risk without authority of the court, after giving the **Supplier** written notice of its intention to do so. The above shall be without prejudice to the **Purchaser's** rights within its scope to charge liquidated damages, to claim supplementary compensation and to withhold payments, and shall not discharge the **Supplier** from any liability under the guarantee.
5. The **Supplier** shall provide the **Purchaser** with a ~~guarantee warranty certificate~~ no later than on the date of delivery of the **Goods**.

X. MUTUAL COOPERATION OF THE PARTIES

1. The **Purchaser** may continuously supervise the **Supplier's** performance/implementation of the order/contract.
2. At the **Purchaser's** request, the **Supplier** shall submit information on the stage of contract/order performance, work or progress on the subject matter of the contract/order. Such information shall be submitted in writing and sent to the **Purchaser's** e-mail address.
3. The **Purchaser** may verify the progress and proper performance of the contract/order and inspect the **Goods** at the premises of the **Supplier** or its subcontractors or at another location after notifying the **Supplier** of such intention. The **Supplier** shall provide the **Purchaser** with free access to the aforementioned location for the purpose of inspection.
4. Notwithstanding the above, in the event of unforeseen technical and economic circumstances, the **Purchaser** may request an amendment or extension of the contract/order. Any amendments to the subject matter of the order/contract shall be made in accordance with these **GTCs**.

XI. COPYRIGHTS

1. The **Purchaser** holds all rights to all drawings, sketches, calculations and other documents relating to the subject matter of the contract or order, as well as models and designs provided to the **Supplier** in connection with the conclusion of the contract/performance of the order. The objects of such rights may not be made available to third parties without the **Purchaser's** prior written consent. The **Supplier** may only use such rights and documents for the purpose of performing the contract/order concluded with the **Purchaser**. Upon execution of the contract/order at the latest, all such documents shall be returned to the **Purchaser** promptly, without a separate request by the **Purchaser**.
2. All such documents, drawings, models which the **Supplier** generates in accordance with the order/contract for the **Purchaser's** purposes shall become the property of the **Purchaser** on the date of completion of the order/contract. The remuneration for the transfer of the **Supplier's** copyright to the **Purchaser's** documentation shall be included in the order/contract fee.

XII. CONFIDENTIALITY

1. All information arising directly out of these **GTCs**, as well as information acquired by the **Supplier** in connection with the performance of the order/contract, including in particular all organizational, commercial and technical information concerning the **Purchaser** and not made publicly available, shall be deemed confidential by the **Parties** and as such shall not be disclosed to third parties. This obligation shall not apply to situations in which the obligation to provide information arises out of mandatory legal regulations.

2. The **Supplier** undertakes to treat as confidential all information received from the **Purchaser** in connection with the performance of the order/contract, including in particular information concerning trade volumes, prices applied, discounts, product specifications, technological data, otherwise the **Purchaser** may terminate the order/contract for reasons attributable to the **Supplier** and seek compensation.
3. The **Supplier** declares that it shall not use confidential information for purposes other than for the performance of the order/contract, and that it shall provide such information with due protection appropriate to its confidential nature. The confidentiality obligation shall remain in force after the performance of the order/contract and may only be revoked with the **Purchaser's** written consent granted in writing under pain of nullity.

XIII. FORCE MAJEURE

1. The **Party** affected by an event beyond its control and one that cannot be foreseen or avoided, including terrorism, insurrection, epidemic, flood, earthquake or similar natural disaster (hereinafter referred to as: **Force Majeure**), shall immediately inform the other **Party** in writing of the event in question and provide the other **Party** with all related information and evidence, in particular regarding the length of time during which the event may delay the timely performance of the order/contract. Strikes affecting the **Supplier**, public transport or events of any kind, including those specified under these **GTCs** as **Force Majeure** events, affecting the **Supplier's** subcontractors or suppliers shall not be considered as **Force Majeure** events justifying non-performance of the order/contract.
2. In case of the **Force Majeure** event affecting the **Supplier**, the **Purchaser** shall, at its discretion, be entitled to:
 - a) make arrangements for an extension of delivery time with the **Supplier** or
 - b) withdraw from the order/contract, or any part thereof within 14 days of the Force Majeure event or the ineffective expiry of the extended delivery time without further obligation or liability and request reimbursement of any sums already paid.
3. If the **Purchaser** is prevented by the **Force Majeure** from collecting the **Goods** at the agreed place, the **Supplier** shall not be entitled to any claim for damages against the **Purchaser** on account of the delay in collecting the **Goods**. For the duration of the impediment due to **Force Majeure**, the **Supplier** undertakes to store the **Goods** properly at its own cost and risk.
4. The payment for previously delivered **Goods** shall remain due only if they can be fully used by the **Purchaser** despite the subsequent non-delivery of the remainder of the order/contract. Any amounts paid by the **Purchaser** as an advance payment will be refunded by the **Supplier**.
5. Equipment malfunctions, lack of materials or other causes beyond the **Purchaser's** control preventing the use of the ordered **Goods** or reducing the **Purchaser's** needs for the **Goods** shall entitle the **Purchaser**, at its discretion, to suspend or postpone delivery of the ordered **Goods** or withdraw from all or part of the order/contract within 14 days of becoming aware of the cause without further obligation or liability.

XIV. ADDITIONAL TERMS

1. In case of extending the scope of the order, the **Supplier** shall provide additional or alternative **Goods** on the commercial terms applicable to the performance of the order in question (unit prices, discount).
2. The **Supplier** guarantees that neither the **Goods** nor their sale exceeds or violates the rights of third parties. The **Supplier** undertakes to indemnify and hold the **Purchaser** harmless from any liability for any claims, damages, losses or expenses arising from infringement of the third party's rights. At the **Purchaser's** request, the **Supplier** shall, at its own expense, indemnify the **Purchaser** against all claims referred to above.

3. If the **Goods** become the subject of claims for infringement of the third party's rights, then the **Supplier**, after consultation with the **Purchaser**, shall either acquire for the **Purchaser** the rights to use the **Goods** or modify or replace the **Goods** in order to remove the infringement, without prejudice to the conformity of the Goods with the order.
4. The **Supplier** shall indemnify the **Purchaser** against any liability for any third party's claims arising from the use of the **Goods**, parts and materials provided on the basis of technical documentation, patent, license or proprietary designs, and shall pay all costs relating to any third party's claims.

XV. INSURANCE

The **Supplier** is obliged to purchase and maintain valid insurance policies covering the **Supplier's** liability resulting from the order/contract. The **Supplier** is obliged to provide the **Purchaser** with proof of holding the insurance policies referred to above.

XVI. SUBCONTRACTING

1. The **Supplier** is entitled to subcontract all or part of his obligations to third parties only with the prior consent of the **Purchaser**. Such subcontracting will be made at the sole expense of the **Supplier** and at its sole responsibility.
2. The **Supplier** shall inform all subcontractors of the contents of these **GTCs** and the provisions of the order/contract, and shall provide all information regarding the **Purchaser's** requirements, in particular with regard to the relevant safety rules, with the **Purchaser** reserving the right to reject any subcontractors of the **Supplier** who do not meet these conditions. The **Supplier** shall be liable for the acts and omissions of subcontractors as for its own acts and omissions.

XVII. ASSIGNMENT OF RECEIVABLES

The **Supplier** may not, without the prior written consent of the **Purchaser**, transfer to a third party the receivables the **Supplier** is entitled to against the **Purchaser** under the contract for purchase of **Goods**, nor authorize third parties to pursue the claims.

XVIII. DISPUTES

1. In case of a dispute concerning the interpretation or performance of the contract/order and these **GTCs**, the **Parties** shall submit the dispute to the jurisdiction of the court having jurisdiction over the **Purchaser's** registered office.
2. In the event of disputes, the Polish version of these **GTCs** shall prevail and be applicable.

XIX. PERSONAL DATA

1. By accepting the present **GTCs**, the **Supplier** agrees to the processing of the **Supplier's** personal data by the **Purchaser** and entities acting on the **Supplier's** behalf in the country and abroad, in connection with the implementation of contracts for the sale of **Goods** offered by the **Supplier**.
2. The **Supplier** confirms, that processing of personal data in connection with placed order or the concluded contract may require the conclusion of additional data processing or data protection agreements with the **Purchaser** or its related entities. If such additional agreements are not concluded initially under the order placed or the concluded agreement, the **Supplier**, its relevant related entities or subcontractors should at the **Purchaser's** request

enter into such an agreement or agreements without undue delay as required by the applicable law.

3. Personal data is processed only for the purpose of fulfilling the order or contract.

XX. FINAL PROVISIONS

1. The present **GTCs** constitute an integral part of the order placed with the **Supplier** by the **Purchaser**. In the event of a conflict or discrepancy, the content of the contract or order shall prevail.
2. The present **GTCs** apply to all contracts relating to the purchase of **Goods**, including activities associated with or prior to the conclusion of these contracts.
3. These **GTCs** shall be interpreted in accordance with Polish law, excluding the provisions of private international law. The application of the United Nations Convention on the International Sale of **Goods** and the Convention on the Limitation Period in the International Sale of **Goods** shall be excluded.