

**GENERAL CONDITIONS OF PURCHASE
between Trafta Sp. z o.o., hereinafter
referred to as TR, and the Supplier,
hereinafter referred to as S**

1. General provisions - Acceptance of an order

Every **S** commencing cooperation with **TR** shall be obliged to provide **TR** with copies of all registry documents of their company (National Court Register (KRS) or entry in the register of business activity NIP, REGON) and a confirmation of having been registered as an active VAT payer, and shall be obliged to update these certificates every 6 months or on request of **TR**. Any terms or conditions, details of offers, orders and any other arrangements other than those included in these General Conditions of Purchase (GCP) shall not apply to **TR** with the exception of those expressly approved in writing. Any arrangements, assurances, commitments and guarantees provided orally by employees of **TR** in connection with the conclusion of an agreement or submission of an offer shall not be binding. The acceptance of **TR's** Order by **S** shall equal the acceptance of these General Conditions of Purchase, which constitute an integral part of the Order, and which govern the contractual relations between **TR** and **S**, subject to particular conditions relating to the Order, provided that **S** by accepting these conditions ultimately resigns from their own General Conditions of Sale. All conditions relating to the Order shall be ultimately considered as accepted by **S** within three (3) working days from its receipt, unless **S** within this period of time submits reservations in writing to **TR** in charge of the Order, whose contact details are provided on the first page of the Order.

2. Delivery - Delivery acceptance

The delivery date specified in the Order shall be understood as a binding delivery date on which the goods are delivered and unloaded at the delivery address specified in the Order. This is a necessary and primary condition of the Order. The delivery date shall be the date of the stamp on the shipment delivery confirmation (or the delivery slip), administered by the person accepting the delivery. Earlier deliveries shall not be possible without prior written consent of **TR**. If pursuant to specific conditions of the Order approved by the Parties, an acceptance procedure is envisaged, this procedure shall be a tool on the basis of which, on the initiative of **S**, **TR** shall declare that they accept (with reservations or without) the Goods and/or services which are the subject matter of the Order (hereinafter referred to as the "Goods").

3. Order time - contractual penalties

In the event of a delay of the delivery or its acceptance, which does not result from a force majeure event or intention or negligence on behalf of **TR**, **S** shall be obliged to pay a contractual penalty calculated in relation to the total value of

the Order in the amount of 1% for each day of delay to the maximum amount of 20% of the total amount of the Order. If the maximum amount is exceeded, **TR** shall reserve the right to request from **S** the return of the receivables for the losses actually incurred, and/or to submit at any time a unilateral declaration on complete or partial withdrawal from the Order by fault of **S** (without prejudice to any claims for indemnity of **TR**).

4. Amendments

At any time during the completion of the orders, **TR** reserves the right to change the quantity and/or the type of the Goods, and **S** shall not be entitled to compensation in this respect nor shall they be entitled to change the unit prices approved on the basis of the original Order. The conditions which serve as the basis for this appendix to be approved are defined in point 1 above. In suitable cases, the appendix defines new contractual dates for the delivery/acceptance of the Goods.

5. Transfer of ownership and assumption of risk

Regardless of any control activities or acceptance procedures at the seat of **S**, the assumption of risk shall take place only once the Goods are delivered. Even if **S** envisages the acceptance procedure, **S** shall be liable for the risk related to the Goods until **TR** issues a certificate that the Goods have been accepted without reservations. The above does not apply if the acceptance procedure takes place using the transport of **TR**.

6. Packaging and documentation

The Goods are delivered with packaging suitable for their warehousing, and appropriate and correct storage according to the specifications and requirements of **TR** defined in the purchase order. In the event of a delivery by **S** of the Goods in packaging non-compliant with the requirements of **TR**, **S** shall be burdened with contractual penalties in the amount of EUR 100 per particular delivery. Unless stated otherwise, the packaging is not left at **TR**, but in the event that the packaging is left behind, it shall be returned at the expense of **S**. The Goods are delivered together with the documentation necessary for their use, maintenance and upkeep.

7. Control

S shall be responsible for checking and certifying on their own responsibility the compliance of the Goods with the appropriate conditions outlined in the specification of **TR**, which in accordance with the declaration of **S** are well-known to them. In no circumstances shall the control activities applied by **TR**, before, during and after the delivery/acceptance of the Goods, release **S** from this obligation.

7.1 Audits at the Supplier's site

TR and/or an interested third party authorised by **TR** (e.g. a client of **TR**) shall be entitled to perform an audit at **D**'s site within a period of time arranged between both Parties with due notice.

8. Shipment

With every shipment of Goods, **S** shall be obliged to send to **TR** by post a copy of the waybill listing the number and the date of the Order, the number of parcels and a detailed description of the Goods shipped. The original of the letter must be enclosed with every shipment together with compliance certificates and control reports.

On the Goods' shipment date, **S** shall be obliged to send to the following email address:
logistyka@trafta.pl
the suitable material's approval/certificate.

9. Refusal of the Goods' acceptance

TR may inform **S** about the refusal of the Goods' acceptance which was deemed non-compliant with the specifications of the Order. Any rejected Goods shall be considered as non-delivered/not accepted and must be collected by **S** at their own expense within 48 working hours from the moment of receiving the notification about the refusal of the Goods' acceptance. Otherwise, the Goods shall be sent back to **S** at their expense and risk. In the event of a refusal of the Goods' acceptance, **TR** shall be entitled to request from **S** the exchange of the Goods within a particular period of time or a unilateral cancellation of the Order.

10. Invoicing

The invoices shall be sent in a single copy to the address specified in the Order and they must include the details of **TR** and the number of the particular Order.

Each invoice shall apply to one Order only and shall include the description of the invoiced Goods as well as unit prices and the number of Goods included in the delivery.

The original invoice must be submitted together with the shipment of the Goods to the following address: ul. 1 Maja 152, 42-300 Myszków, Poland (if the delivery is made to another address, the invoice shall be sent on the shipment date via a registered letter or a courier to the address specified above). **TR** declares that they are an active VAT payer and that they are authorised to receive VAT invoices.

TR reserves the right to suspend the payment of an invoice which is non-compliant with the regulations and/or provisions of this section. Any queries on behalf of **TR** in relation to the quantity and the quality of the delivered Goods or the invoiced price shall result in **TR** issuing a debit note or an invoice for **S**. **S** may raise an objection in relation to an invoice within forty five (45) days from the issuance date of the debit note.

11. Prices and terms of payment

Unless specified otherwise in the Order, the prices listed in the Order are fixed, are not subject to amendments and include shipping charges and packaging costs.

Unless stated otherwise in the Order, the payment shall be made via a transfer within sixty (60) days from the delivery/acceptance, on the 25th day of the following month. The credit notes issued by **TR** shall be automatically deducted from the payments made by **TR** on receiving a suitable invoice.

**12. Patterns, tools, test resources
(hereinafter referred to as the "Workpiece")**

A Workpiece manufactured specially as part of the performance of an Order shall become the property of **TR** on its manufacture and may be used by **S** only to perform the Orders made by **TR**. If the Workpiece is deposited at the seat of **S**, it must be labelled with the information confirming its ownership by **TR**, and must be immediately

returned in good condition on the first written request of **TR**. **S** shall be responsible for the maintenance and routine repair works of the Workpiece at their own expense. **S** shall be obliged to monitor the Equipment at their own risk and to guarantee that it has a suitable insurance cover. In the event of any damage, **S** shall be obliged to immediately repair the Workpiece at their own expense and if the Workpiece cannot be repaired, to pay **TR** compensation in the amount compliant with its replacement value, and in any case in the minimum amount of 25% of its replacement value.

13. Warranty

S shall be obliged to provide **TR** with a warranty covering all construction, production and/or material defects of the Goods for a period of twenty four (24) months from the delivery date or delivery acceptance date, if such a procedure is envisaged. In view of the above, if **TR** or their client identifies a defect/fault in the Goods, within 7 calendar days **S** shall be obliged (after being requested to do so by **TR**) to remove the defect, repair or exchange the Goods within their own scope and at their own expense (also to bear all the costs related to employee travel, dismantling/reinstallation) in order for the Goods to operate in accordance with the conditions of the Order and for them to fulfil their function.

In the event that **S** does not perform this obligation, within seven (7) calendar days, **TR** reserves the right to take action or oblige a third party to take action in place of **S** and at their expense. As part of this warranty, any services provided and/or exchanged/repaired products shall also be covered by this warranty for a period of twenty four (24) months, in accordance with the conditions specified above. This operational warranty does not include products/services whose lifecycle is shorter than twenty four (24) consecutive months.

Regardless of other claims to which **TR** is entitled, if **TR** makes a defect notification, **TR** shall be entitled to burden **S** with additional fixed costs resulting from the defect notification in the amount:

- EUR 100 - if the Goods' defects were identified during the delivery control, - EUR 200 - if the Goods' defects were identified during the production process, - EUR 500 - if the Goods' defects were identified after the completion of the production with the use of the defective Goods.

14. Intellectual property rights

All output materials (their results and components, such as drawings, diagrams, models, prototypes, etc.) prepared by **S** or to their benefit in accordance with the Order shall belong solely to **TR**.

In view of the above, **S** shall not use (or permit third parties to use) the mentioned results/components for purposes different to the performance of the Order.

If as part of the Order particular software is delivered, its acceptance shall mean that **TR** receives exclusive rights to use/put to business use this particular software. **S** shall be also obliged to provide on first request of

TR the source and the object code of the mentioned software and any documentation connected to this software.

S shall protect **TR** from any and all court proceedings or court actions brought by third parties on the basis of claims relating to intellectual property rights which include the delivery of Goods as part of an Order. In connection with the above and regardless of other penalties, all court costs (including fees for legal services) and compensation to which **TR** may be obliged shall be covered in full by **S**.

15. Confidentiality - disclosure of information

Any information, regardless of its (technical or commercial) nature or its carrier, which is exchanged between **TR** and **S**, or which either party may have access to during the performance of an Order, shall be treated by the recipient as strictly confidential and expressly reserved for the purpose of performing the Order, with the exception of all other applications. In addition, without the express and prior consent of **TR**, **S** shall not disclose the business relations with **TR** to any third parties, nor to present the entirety or part of the manufactured Goods in accordance with the technical documents or specifications being the property of **TR**.

16. Order cancellation

Specifically in the cases outlined below, **TR** may unilaterally and with immediate effect cancel an Order, either fully or in relation to the non-performed section of the Order, without the ability of submitting by **S** any compensation claims resulting from the cancellation:

- after five (5) days from sending to **S** a formal notification on the violation by **S** of any of the obligations specified in the Order and/or these GCP, if these violations were not removed within this period of time by **S**,
- in the event of opening liquidation proceedings by any Party or in the event of a submission of a bankruptcy petition by **S**,
- in the event of a force majeure event whose results have an effect for more than three (3) weeks,
- in the event of reaching a maximum amount of contractual penalties resulting from exceeding the delivery date,
- in the event that the Goods are rejected in accordance with the provisions of point 9 above.

The cancellation of an Order shall constitute termination of an agreement by **TR**.

17. Disputes - governing law

An order between **TR** and **S** shall be subject to Polish law with the exclusion of the provisions of the Vienna Convention from 11 April 1980 on contracts for the international sale of goods. Any disputes resulting from the Order which cannot be solved amicably shall be sent to a competent court in line with the registered seat of **TR**, with the exclusion of any other form of jurisdiction, even in the event of extraordinary proceedings, multiple defendants or interpleading claims.

18. Amendments to processes

S shall be obliged to notify **TR** in writing about any decision connected to the suspension of marketing of the Goods and any other crucial changes to the Goods or their production process, in particular about any changes which have an impact on the processes, including any crucial changes to the IT processes which belong to **S** or the contractors of **S**, the deliveries of

critical components, the design of the Goods, and the location of the plants, if these changes have an impact or may have an impact on the technical specifications of the Goods, their compliance with standards, the lifecycle, reliability and quality of the Goods. **S** shall be obliged to notify **TR** in writing six (6) months before a withdrawal date of products or the date of introducing crucial changes. **TR** reserves the right to refuse the introduction of crucial changes. **S** shall be fully liable for any crucial changes. **S** shall return to **TR** all costs incurred by **TR** during or resulting from the change to the classification of the Goods and/or components to which the crucial changes apply.

