

GENERAL TERMS AND CONDITIONS OF THE PURCHASE AGREEMENTS

constituting an integral part of the Purchase Agreement

§ 1 [Definitions]

1. **Purchase Agreement** – an agreement for the sale of the Goods concluded between the Buyer and the Seller in a written, electronic or documentary form, to which these General Terms and Conditions of the Purchase Agreement apply.
2. **Buyer** – an entity specified in the Purchase Agreement as the buyer of the goods specified in the Purchase Agreement.
3. **Seller** – an entity specified in the Purchase Agreement as the seller of the goods specified in the Purchase Agreement for the benefit of the Buyer.
4. **Parties** – Seller and Buyer.
5. **Subject of the Agreement** – the content of the Seller's obligations, specified and in the Purchase Agreement, taking into account in particular the type of the Goods as well as quantities and unit prices.
6. **Goods** – specified in detail in point 1 of the Purchase Agreement.
7. **Date of Performance of the Purchase Agreement**- the date specified in point 2 of Purchase Agreement, understood as the date of commencement of the performance of the Purchase Agreement and the possible intermediate dates for the delivery of individual batches of the Goods.
8. **Date of Completion of the Purchase Agreement** - The date specified in point 3 of the Purchase Agreement, understood as the date of completion of the entire Subject of the Agreement.
9. **Remuneration** – the net amount of remuneration due to the Seller for the performance of the Subject of the Agreement, described in point 4 of the Purchase Agreement.
10. **Place of Delivery** – the place of delivery of the Goods, indicated in point 5 of the Purchase Agreement
11. **Invoice** – a document issued by the Seller, in accordance with the provisions of the GTC and the Purchase Agreement.
12. **Acceptance Protocol** – a document issued by the Buyer, confirming the receipt of the Goods as to their quantity and type.
13. **Documentation** – all required by law and detailed in the Purchase Agreement technical documentation, manuals, operating and maintenance manuals and a warranty agreement (card), issued for the Goods constituting the Subject of the Agreement. Documentation is also understood as software license agreements, along with media for this software, if required by the nature of the Subject of the Agreement.
14. **Guarantee** – a guarantee statement that specifies the obligations of the Seller and the rights if the Buyer in the event that the Goods do not have the properties specified in this statement. In the absence of different regulations resulting from the content of these GTC or the Purchase Agreement, it is understood that the Seller granted the Buyer a guarantee within the meaning and to the extent resulting from art. 577 et seq. of the Polish Civil Code. The guarantee period is specified in point 6 of the Purchase Agreement.
15. **Warranty** – the Seller's liability to the Buyer in the event of non-compliance of the Goods with the Purchase Agreement. In the absence of different regulations resulting from the content of the GTC, it is understood that the Buyer provided a warranty for physical defects within the meaning of Art. 556 et seq. of the Polish Civil Code. The duration of the Warranty is set out in point 7 of the Purchase Agreement.
16. **Performance guarantee** – security provided by the Seller in favor of the Buyer in the amount and in the form specified in point 8 of the Purchase Agreement in one of the following forms:
 - 16.1. guarantee deposit;

16.2. a bank guarantee, with the content previously approved by the Buyer;

16.3. insurance guarantee, with the content previously approved by the Buyer.

17. Representatives of the Parties – persons authorized by the Buyer and the Seller to release and collect the Goods as well as sign and receive documents related to the performance of the Subject of the Agreement, including in particular the Acceptance Protocol.

§ 2 [General provisions]

1. These General Terms and Conditions of the Purchase Agreement [**GTC**] shall apply to sales contracts that are concluded by the Buyer to the Seller in connection with the business activity conducted by the Buyer.
2. The provisions of the GTC take precedence over any other arrangements of the Parties, unless the Buyer and the Seller expressly, confirmed by an appropriate clause in the Purchase Agreement, exclude individual editorial units of the provisions of these GTC.
3. In case of doubt, it is considered that at the time of signing the GTC by the Parties, the provisions of these GTC take precedence over any other templates, regulations and other general terms of contracts, even if they have not been explicitly mentioned or referred to by any of the Parties.

§ 3 [Obligations of the Seller]

1. The Seller, as part of his business, undertakes to sell the Goods to the Buyer in the quantities and at unit prices specified in the Purchase Agreement and undertakes to remove the reported defects and faults of the Goods, on the terms set out in the Purchase Agreement and the GTC. The Parties agree that only the Seller is liable to the Buyer for the quality of the Goods.
2. The scope of the Seller's obligations includes in particular:
 - 2.1.** Sale and delivery to the Buyer of the Goods to the indicated Place of Delivery, along with the Documentation;

2.2. Delivery of the Goods in the types and quantities specified in the Purchase Agreement, new, unused, free from physical defects and legal defects, as well as free from the rights and claims of third parties, not being the subject of court, administrative, enforcement or other proceedings of this type - unless the Parties have expressly stated otherwise in this respect the Subject of the Agreement;

2.3. Commencement of the performance of the Subject of the Agreement and its completion, respectively, on the Date of Performance of the Purchase Agreement and the Date of Completion of the Purchase Agreement;

2.4. Providing the Buyer by the Seller at his own expense with technical support in the field of installation, assembly and start-up of the Goods and providing the Buyer, at his request, with tips and instructions on the installation and assembly of the Goods, if its type and purpose requires it;

2.5. Preparation of the Acceptance Protocol by the Parties and signing it by the Seller.

3. The Seller guarantees that the Goods will be free from any defects and will be consistent with the description of the Subject of the Agreement in all elements.
4. The Seller declares that he has civil liability insurance for an amount equal to at least the equivalent of his remuneration for the performance of the Subject of the Agreement. The Seller is obliged to maintain the above-mentioned insurance for the entire duration of the Purchase Agreement (including the quality guarantee and warranty period).
5. If the Buyer incurs any costs of compensation for the benefit of the entity to which the damage was caused by the Seller, the Seller is obliged to return them to the Buyer. The Parties agree that the Buyer has the right to set off the receivables for the return of the above-mentioned costs, pursuant to Art. 498 of the Polish Civil Code with a claim for the Seller's Remuneration or any other claims of the Seller against the Buyer.
6. If the Seller uses the services of a third party (eg another supplier, carrier), he is responsible for their actions, omissions and

damages to the same extent as for his own actions or omissions. The Seller's liability in this regard is based on the principle of risk.

§ 4 [Obligations of the Buyer]

1. The Buyer is obliged to collect the Goods within the Date of Performance of the Purchase Agreement and Date of Completion of the Purchase Agreement and sign the Acceptance Protocol, on the terms set out in the GTC and the Purchase Agreement.
2. The Buyer, if stipulated in the Purchase Agreement, is obliged to ensure the conditions of unloading or assembly of the Goods on the Date of Performance of the Purchase Agreement and the Date of Completion of the Purchase Agreement.
3. As far as the properties of the Goods allow it, the Buyer is entitled, but not obliged, to examine the Goods in a customary manner as to their technical condition, quantity and quality and report any reservations in this regard in the Acceptance Protocol. The Acceptance Protocol does not constitute a confirmation of the proper performance of the Subject of the Agreement, and is only intended to confirm the actual state of receipt of the Goods. The above provisions do not exclude or limit the liability of the Seller in the event that it is later determined that the Goods were received or delivered of incorrect quality or quantity, in particular, they do not limit the Seller's liability under the warranty and guarantee.

§ 5 [Terms of delivery, further obligations]

1. Unless otherwise stated in the Purchase Agreement, the terms of Incoterms 2020 - DAP Place of Delivery shall apply to the delivery of the Goods.
2. The Seller undertakes to deliver the Goods in accordance with the delivery schedule attached to the Purchase Agreement. The schedule will include:
 - 2.1. daily delivery dates for individual batches of the Goods,
 - 2.2. the date of delivery of the Documentation,
 - 2.3. the date of notification of deliveries of individual batches of the Goods, where:

- 2.3.1. deliveries from European Union countries will be notified at least 3 (three) business days in advance,
- 2.3.2. deliveries from countries outside the European Union will be notified at least 1 (one) week in advance.

3. The Buyer has the right to refuse to accept the Goods if:
 - 3.1. the Seller will deliver it on dates inconsistent with the agreed Date of Performance of the Purchase Agreement
 - 3.2. the Seller will deliver the Goods without prior notification or the delivery notification has been made in shorter periods than those mentioned in §5 section 2 of the GTC.
4. In the event of the Buyer's refusal to accept the Goods for the reasons described in §5 section 3 of the GTC, the Seller is obliged to store it at his own expense and risk, and then make a delivery in accordance with the schedule or make a notification with the notification deadlines specified in §5 section 2 of the GTC.
5. Together with a given batch of Goods, the Seller shall submit to the Buyer the following documents and information (if applicable for a given type of Goods):
 - 5.1. Purchase Agreement number;
 - 5.2. a detailed specification of the Goods specifying the intended use of the Goods and the material of their manufacture;
 - 5.3. net and gross weight or quantity of Goods;
 - 5.4. the country of origin of the Goods;
 - 5.5. unless another date is specified in the delivery schedule - Documentation within the meaning of § 1 section 14 of the GTC, along with the first batch of Goods;
 - 5.6. description of the Goods labeling system by the Seller, supplier or producer in the content of the delivery documents as well as on the delivery marking;
 - 5.7. for deliveries from outside the European Union: VAT invoice, "pallet statement" declaration and other documents, if required by customs regulations.
6. The Seller acknowledges that in the case of delivery of goods, materials and equipment that are not Goods within the meaning of

the Purchase Agreement and the GTC, the Buyer is not obliged to accept, store or otherwise provide them with the Seller. If it is necessary to accept and unload goods, materials and devices that are not Goods within the meaning of the Purchase Agreement and the GTC, possible unloading, storage and reloading will take place solely at the expense and risk of the Seller.

7. With the prior written consent of the Buyer, it is allowed to use substitutes for the Goods with quality and properties equivalent to the Goods originally described in the Purchase Agreement. The Seller is liable on the basis of risk for any non-compliance of the substitutes of the Goods with the Goods described in the Purchase Agreement.

§ 6 [Remuneration]

1. The amounts due under the Invoice will be payable by bank transfer to the Seller's bank account indicated on it in the amount, time and on the terms resulting from the provisions of the Purchase Agreement and the GTC.
2. The Remuneration payment term may not be shorter than 14 days.
3. The Parties agree that the Seller's Remuneration covers the complete performance of the Subject of the Agreement, in compliance with all the provisions and conditions of the Purchase Agreement and the GTC. The amount of the Remuneration includes all costs related to the implementation of the Subject of the Agreement, all public and legal charges that the Seller is obliged to bear in person or as a payer, under applicable law, as well as all risks, costs and profit of the Seller related to the implementation of the Subject. Agreements, even if the Seller did not foresee them or did not include them in his offer.
4. In the cases provided for by law, the Value Added Tax (VAT) will be added to the Remuneration.
5. The Buyer is obliged to pay for the Goods on the terms and within the time limits resulting from the provisions of the Purchase Agreement, after possible deduction of his receivables from the Seller. The Buyer is obliged to pay for the delivered or received Goods only if it meets

the requirements under the Purchase Agreement and the Seller has fulfilled all obligations resulting from the GTC.

6. Together with the Invoice, the Buyer shall deliver to the Seller:
 - 6.1. a copy of the Acceptance Protocol;
 - 6.2. Documentation.
7. Lack of any of the attachments described above in section 6.1. and 6.2. causes the withholding of the payment of the amount due resulting from this Invoice until all these obligations are performed. In this case, it is considered that the Buyer is not late with the fulfillment of the financial obligation, and the invoice payment date runs from the date of delivery of the last of the documents described in section 6.1. and 6.2.
8. If the Seller is established in the territory of the Republic of Poland, he declares that he is an active VAT taxpayer, and the bank account number disclosed in the Invoice is on the list of VAT payers within the meaning of Art. 96b section 1, 2 and 3 point 13 of the Act of March 11, 2004 on tax on goods and services (White List of VAT taxpayers). The Seller irrevocably agrees to the Buyer for transferring the Remuneration and other receivables only to the Seller's account disclosed on the White List of VAT taxpayers, even if it is a different account than that indicated in the invoice - this does not require an amendment to this Agreement. In case of doubt, it is assumed that the performance for the account of the Subcontractor disclosed on the White List of VAT taxpayers is tantamount to the payment of the Buyer's payment to the Seller by way of Remuneration or other receivables.
9. If the Seller is established in the territory of the European Union, but outside the territory of the Republic of Poland, the Seller is obliged to have an EU VAT number disclosed in the VIES system (VAT information exchange system). If the EU VAT number is not disclosed in the VIES system, the Buyer is entitled to withhold all payments to the Seller until the EU VAT number is disclosed in the VIES system. The withholding of the payment in this respect shall not be considered as the Buyer's delay in meeting the financial obligation.
10. If the Seller is established outside the territory of the European Union, he is

obliged to present, no later than on the day of signing the Purchase Agreement, the original or an officially certified copy of the document issued by the competent tax authority of the country of the Seller's seat, registering the Seller as an active VAT payer. In the event of failure to submit the document described in this section, the Buyer is entitled to withhold all payments to the Seller until such document is submitted. Withholding payment in this respect shall not be considered by the Parties as the Buyer's delay in meeting the financial obligation.

11. The Parties agree that the Buyer will be entitled, at his own discretion, to: (1) deductions pursuant to Art. 498 of the Polish Civil Code of any claims of the Buyer against the Seller, or (2) satisfaction of the Buyer's claims against the Seller under the Performance Guarantee.

§ 7 [Performance Guarantee]

1. Unless otherwise stated in the Purchase Agreement, the Seller is obliged to establish a Performance Guarantee on the terms set out in this paragraph.
2. The Seller is obliged to provide the Buyer, at his own expense, within the period specified in the Purchase Agreement, with the Performance Guarantee in the form of an unconditional, irrevocable bank or insurance guarantee payable on first request [**Guarantee Bond**] for the amount specified in the Purchase Agreement. The content of the Guarantee Bond and the entity granting it are subject to prior approval by the Buyer.
3. In the event that the Seller fails to provide the Guarantee Bond within the time limit and under the conditions specified in section 2 above, the Parties agree that the Seller will make a payment to the Buyer of the Performance Guarantee in the form of cash [**Guarantee Deposit**] in the amount specified in the Purchase Agreement. The parties agree that the Buyer has the right to contractually set off his due claim for the payment of the Guarantee Deposit with the Seller's claim for the Remuneration.
4. If the Guarantee Deposit is delivered, the release from obligations arising therefrom (in the part in which it will not be used to

satisfy or secure the Buyer's claims) will take place in two parts:

- 4.1. The first part in the amount of 50% (fifty percent) of the Guarantee Deposit - within 14 (fourteen) days from the date of the Acceptance Protocol;
 - 4.2. The second part in the amount of 50% (fifty percent) of the Guarantee Deposit - within 30 (thirty) days from the date of expiry of the quality guarantee and warranty period (whatever occurs later) and removal of defects and faults reported during this period.
5. In case of delivery of the Guarantee Bond, the release from the obligations arising therefrom will take place within the period specified in the Purchase Agreement, but not later than within 30 (thirty) days from the date of expiry of the quality guarantee and warranty period (whatever occurs later) and removal of defects and faults reported during this period.

§ 8 [Guarantee and Warranty]

1. The Seller grants the Buyer a guarantee and warranty for the period specified in the Purchase Agreement, but not shorter than 12 months, unless the Parties agree on a different date in the Purchase Agreement.
2. The Seller shall be liable to the Buyer under the guarantee and/or warranty if the Goods has defects that reduce its value or usefulness, as well as if the Goods does not have the parameters or properties declared by the Buyer or is inconsistent in terms of type or quantity. or parameters with the provisions of the Purchase Agreement.
3. In the event of revealing defects, the Buyer may, at his discretion:
 - 3.1. demand a price reduction,
 - 3.2. demand the removal of defects at the expense of the Seller,
 - 3.3. demand the removal of the defective Goods and the delivery of the Goods free from any defects at the expense of the Seller;
 - 3.4. withdraw from the Purchase Agreement in part or in whole.
4. If the Buyer requests a price reduction, the reduction should be made in proportion to the value of the defective Goods to the value of the Goods free from any defects.

The amount of the price reduction will be deducted from the Remuneration or the Buyer will be satisfied from the Performance Guarantee on the following terms:

- 4.1.** if the Invoice has already been issued and accepted by the Buyer, but the Buyer has not yet made the payment - the Seller will issue a correction to this Invoice taking into account the amount by which the price should be reduced, and the Buyer will make the payment after receiving the correction to the Invoice;
 - 4.2.** if the Invoice has already been paid, but the Parties have concluded another Purchase Agreement or the currently concluded Purchase Agreement provides for further payments of the Remuneration (its part), the price reduction will be taken into account when paying the next Invoice;
 - 4.3.** in the event that the amounts from Invoices not yet paid by the Buyer are lower than the amount of the price reduction, the Buyer will be satisfied from the Performance Guarantee;
 - 4.4.** In the event that the Seller has already received the Remuneration in full, and the Parties have not yet concluded another Purchase Agreement, the Buyer will be entitled to demand the return of a part of the Remuneration in the amount by which the price has been reduced.
- 5.** The Buyer's right to withdraw from the Purchase Agreement in whole or in part shall not be excluded if the Seller offers to remove the defects and/or deliver the Goods free from any defects.
 - 6.** The Buyer shall notify the Seller (in writing or via e-mail) about the detection of defects in the Goods within 7 working days from the date of detection of the defect, and - if it is justified by the properties of the Goods - along with the date and place of joint inspection of the Goods that will take place not later than 7 days from the date of notification of the detection of the defect. The occurrence of the defect and the date of its removal will be stated in the protocol drawn up by authorized representatives of both Parties, and the time limit for removing the defect will not exceed 14 days. If the authorized representative of the Seller fails

to appear on the date and place indicated by the Buyer, the authorized representative of the Buyer will independently ascertain the existence of the defects, which will be binding on the Seller.

- 7.** If it is not necessary to adopt the procedure described above in section 6, at the Buyer's discretion, the Buyer shall notify the Seller of the occurrence of defects and/or faults in the Goods within 7 days from the date of their detection. The Seller is obliged to provide the Buyer with a reply to the complaint within 14 days.
- 8.** The Seller's failure to participate in the procedure described in section 6 above or failure to take a position on the complaint referred to in section 7 above, it is considered that the Seller has accepted the claim in its entirety.
- 9.** The Warranty Period will be extended by the sum of all periods from the date of notification to the date of removal of defects in the delivered Goods.
- 10.** The Buyer may exercise the rights under the quality Guarantee regardless of the rights resulting from the Warranty.
- 11.** The Buyer, regardless of the exercise of his rights under the quality Guarantee and/or Warranty, may demand compensation for damages on general terms.

§ 9 [Contractual penalties]

- 1.** The basis for calculating the amount of the contractual penalty is the net amount of the Remuneration specified in the Purchase Agreement.
- 2.** The Seller shall pay the Buyer contractual penalties in the following cases and amounts:
 - 2.1.** For delay in meeting the Date of Performance of the Purchase Agreement - 0.3% of the Remuneration for each day of delay in meeting this deadline, counted until the commencement of performance of the Purchase Agreement or delivery of individual batches of the Goods;
 - 2.2.** For delay in meeting the Date of Completion of the Purchase Agreement - 0.3% of the Remuneration for each day of delay in meeting this deadline, counted until the date of actual performance of the entire Subject of the Agreement.

which it is obliged to transfer its receivables that may be due against the Buyer.

3. The Seller is not entitled to transfer, charge or perform other activities with a similar effect in relation to the receivables arising from the Purchase Agreement to third parties without the prior written consent of the Buyer, otherwise null and void. The Buyer reserves the right to set off the due receivables resulting from the Purchase Agreement before consenting to the above activities by the Seller.
4. Contractual deductions will be made on the following terms:
 - 4.1. Whenever in the GTC or the Purchase Agreement the Parties provide for a contractual set-off of mutual claims, they understand the amicable nature of such set-off, recognizing the legitimacy and amount of both claims and its effect, i.e. that both claims redeem each other up to the lower claim.
 - 4.2. The Parties agree that the contractual set-off may also apply to unmatured debts, including when both an active and passive debt is unmatured, or when only an active claim is not matured or when only a passive claim is not matured, provided that on the set-off date it will be possible to determine the value of unmatured claims.
 - 4.3. In the case of the Buyer's claims for the payment of the Guarantee Deposit, the contractual deduction is made by paying the Seller the reduced Remuneration - which is also a confirmation of the deduction - without the need to submit separate, additional statements.

4.4. The Parties shall consider the day of the deduction of the Guarantee Deposit - the day of payment to the Seller of the reduced Remuneration.

5. In the event that a third party brings claims or actions against the Buyer resulting from the breach of the Seller's obligations under the Purchase Agreement or the occurrence of defects in the Goods or the occurrence of other events related to the performance of the Subject of the Agreement by the Seller - the Seller releases the Buyer from the obligation to provide and liability for these claims and assumes all responsibility in this respect.
6. Any disputes arising or that may arise from the implementation of the Purchase Agreement or GTS shall be settled by a common court competent for the seat of the Buyer.
7. In matters not covered by the Purchase Agreement or GTC, the relevant provisions of Polish law shall apply.
8. The Parties agree that the withdrawal from the Purchase Agreement in each case has ex nunc effect (for the future). Withdrawal, termination or expiry of the Purchase Agreement does not deprive the above provision of court and law, as well as provisions relating to contractual penalties, security for the proper performance of the contract, quality guarantee and warranty.
9. Any changes to the GTC or the Purchase Agreement shall be made in writing under pain of nullity, unless otherwise explicitly stated in the provisions of the GTC or the Purchase Agreement.

For the Seller:

For the Buyer: