

THE GENERAL TERMS AND CONDITIONS OF PURCHASE AND ORDERS OF EXPROTEC SP. Z O.O.

Art. 1 Scope

1. All the supplies, services and quotations of our suppliers and contractors (here: "Supplier/Suppliers") are exclusively subject to these General Terms and Conditions of Purchase and Orders of EXPROTEC (here: "Terms and Conditions"). They form integral part of all agreements and contracts made between EXPROTEC Sp. z o.o. (here: "EXPROTEC") and Suppliers in connection with supplies or services provided by the latter.
2. In particular, EXPROTEC will comply with the general terms and conditions of the Supplier only to the extent consistent with the Terms and Conditions of EXPROTEC or if clearly approved by EXPROTEC in writing.
3. If the Supplier and EXPROTEC concluded any framework agreement or individual contracts, those will prevail over these Terms and Conditions. They will be supplemented by these Terms and Conditions unless their provisions are more specific than the provisions of these Terms and Conditions.
4. Under the ongoing business cooperation, these Terms and Conditions will apply to any sales contract, fee for task agreement, or other contract (here collectively "Contracts") concluded with any contracting party in the future, with no need for EXPROTEC to refer to these Terms and Conditions from time to time.
5. If these Terms and Conditions require that declarations of will be made in writing, it is assumed that such declarations can also be made in an electronic form, that is, via electronic means and with a qualified electronic signature.
6. The terms of sale will be interpreted according to Incoterms 2020 with subsequent amendments effective on the Contract date.

Art. 2 Concluding Contracts

1. EXPROTEC and Supplier will conclude Contracts based on a purchase order or order confirmation submitted by EXPROTEC in writing or via electronic means (e-mail).
2. Quotations and cost estimates will be issued to EXPROTEC free of charge. EXPROTEC may accept the Supplier's quotation within 4 (four) weeks from their delivery to EXPROTEC, unless the Supplier appoints a different term therein. In this case, the validity of the quotation expires after the term proposed by the Supplier. The quotation will be binding to the Supplier until its expiry.
3. The Supplier is required to accept the purchase order from EXPROTEC and notify EXPROTEC accordingly within 3 (three) working days from the receipt of the purchase order (order confirmation) in writing or via electronic means (e-mail). In no event will the purchase order be binding on EXPROTEC if the Supplier fails to accept it within the appointed term. The Contract between EXPROTEC and Supplier will also take effect when the Supplier will complete all the deliveries specified in the purchase order without reservations.
4. The Supplier must clearly state any modifications and changes to the purchase order in the order confirmation. These will be incorporated into the Contract only if approved by EXPROTEC in writing or via electronic means (e-mail).
5. Should EXPROTEC refer to a specific purpose of the supplies in the purchase order, the Supplier is obliged to notify EXPROTEC prior to concluding the Contract, in writing or via electronic means (e-mail), if the supplies specified in the purchase order are not suitable, in full or in part, for the intended purpose required under the purchase order.

Art. 3 Delivery

1. Deliveries to EXPROTEC will be governed by specific logistics agreements with suppliers. Unless EXPROTEC and the Supplier agree otherwise, the delivery will take place DDP (Delivered Duty Paid according to Incoterms 2020). In addition to the scope of supply, set out in respective logistics agreements, they will also agree on: binding terms of delivery call-off, destination, delivery type, means of transport, transport route, and packaging. Unless otherwise agreed, the Supplier is not entitled to making partial deliveries or services.
2. Deliveries made by the Supplier only will comply with the Contract if the Supplier correctly submits the documents agreed upon and/or required by law, including documentation, test certificates or certificates of conformity, manuals regarding cross-border documents approved by customs authorities (in particular, all the

required documents necessary under customs law currently in force).

3. Deliveries need confirmation only if agreed upon between EXPROTEC and the Supplier or according to generally applicable law.
4. The risk of accidental loss and accidental deterioration of supplies will pass to EXPROTEC upon their transfer to EXPROTEC at the agreed destination. If the deliveries need confirmation, the risk of accidental loss and accidental deterioration of supplies will pass to EXPROTEC only after they are transferred to EXPROTEC and a hand-over certificate is issued.
5. Unless otherwise agreed in the specific logistics agreement, the agreed fee will be inclusive of shipping and packaging expenses. If the price is quoted EXW ("Ex works") according to Incoterms 2020 or "Ex Supplier's warehouse", the lowest possible shipping cost will be applied, unless EXPROTEC specifies the type of transport. The contractor will pay additional charges for non-compliance with shipping instructions. If the price is quoted on a "free delivery" basis, EXPROTEC can choose the type of transport. The Supplier will pay all additional charges for fast transport required to meet the delivery date.
6. The Supplier will pick up containers that cannot be reused at his own cost and expense. If the containers are reusable, the Supplier must make them available for hire. These will be returned at the Suppliers risk and cost.
7. Each delivery should be accompanied by corresponding delivery notes or packing lists specifying the contents and complete reference number of the purchase order. Partial, other, and substitute deliveries should be labelled accordingly in the delivery note. EXPROTEC should receive a notification of delivery with the same information before or at the latest upon every dispatch.
8. If the forwarder acting to the order of EXPROTEC makes a transport request, the Supplier will provide the required data on dangerous goods to the forwarder according to statutory requirements.
9. EXPROTEC is empowered to reject a delivery, in particular, if it is incomplete and lacks the required documents concerning the supplies.

Art. 4 Prices and terms of payment

1. The price given in the purchase order is binding. Unless EXPROTEC and the Supplier expressly agree otherwise in writing, this price is given net plus value-added tax, inclusive of Delivered Duty Paid delivery (DDP per Incoterms 2020), packing, and other incidental costs.
2. The Supplier should expressly indicate all EXPROTEC's purchase order reference numbers and purchase order item numbers in VAT invoices. If the VAT invoice cannot be verified, the amount invoiced will not be payable. Duplicate VAT invoices should be labelled accordingly.
3. Unless expressly agreed otherwise, the payment term is 30 (thirty) days. If the goods are found defective, EXPROTEC can deduct or retain the corresponding amount from the payment.
4. Payments made by EXPROTEC are not equivalent to acknowledgement that the supplies or services are free of defects and/or have been delivered on time or to acceptance of the supplies or services.
5. The payment term runs from the date of complete delivery of supplies or services by the Supplier and receipt of a correct VAT invoice. All invoices should be sent via electronic mail to faktury@exprotec.pl
6. If early deliveries are allowed, the payment term depends on the agreed delivery date.
7. The Supplier is liable for all the consequences of non-compliance with this obligation unless he can prove he cannot be held responsible for them.

Art. 5 Term of delivery, late delivery or default under agreed delivery term

1. The term of delivery given in the purchase order is binding. If the Contract does not specify the delivery term, all deliveries should be completed within 14 (fourteen) calendar days. If EXPROTEC accepts early deliveries, an additional storage fee may be charged to the Supplier.
2. In addition, if the delivery is late, EXPROTEC has the right to claim from the Supplier a contractual penalty corresponding to 0.5% of the agreed net price, but not more than 5% of the agreed net price for late deliveries, for each commenced week of delay. Irrespective of the aforementioned, EXPROTEC has the right to claim further damages exceeding the penalty. The contractual penalty will be credited to

compensation for the loss caused by default under the agreed delivery term.

3. If the Supplier deems the delivery term cannot be met, he should promptly notify EXPROTEC in writing or via electronic means and state why the delay occurred and how long he expects it to take. This does not affect the Supplier's commitment to meet delivery terms.
4. Deliveries will take place on working days from 7 AM to 3 PM only unless the Supplier and EXPROTEC expressly agree otherwise in writing or via electronic means (e-mail).
5. The Supplier must take out adequate property in transit insurance coverage. If requested by EXPROTEC, the Supplier will assign his transport insurance claims to EXPROTEC.

Art. 6 Guarantee

1. The Supplier guarantees to EXPROTEC that the supplies will be consistent with the purchase order/contract and that the terms and conditions of delivery are compliant with generally accepted technical standards and applicable law.
2. If the supplies/services do not meet the requirements set out in Article 6(1) or are otherwise defective, EXPROTEC is entitled to all claims and rights. If the Supplier took over the guarantee of quality or durability of supplies/services, EXPROTEC can, without prejudice, assert further claims due to the guarantee.
3. The Supplier guarantees that he will conduct necessary interim and final inspections during production and is obliged to have the parts delivered by its suppliers thoroughly inspected. The Supplier is liable for legal defects according to legal provisions, in particular, to the extent of ensuring that no property rights of third parties are infringed by the supplies/service or by their use as agreed in the contract. If any third party makes a claim against EXPROTEC on this account, the Supplier shall indemnify EXPROTEC and hold it harmless, on first written demand, against all claims (including reimbursement of court and legal fees) that EXPROTEC incurs on account of or in connection with the third party's claim.
4. The parties agree that the term of guarantee, and also the term of warranty, will be 12 (twelve) months from the date of delivery of all the goods covered by the contract confirmed by EXPROTEC. For supplementary performance, this term will be extended by the time during which the delivered item cannot be used according to the contract. The same terms will apply to supplementary performance.
5. The statutory obligation to give notice of defects is limited to inspecting the supplies for quantity, type of goods, any externally discernible transport damages or other obvious defects. Notices of defects will, in any case, be deemed given by EXPROTEC in due time if EXPROTEC notifies the Supplier of them within 7 (seven) working days from receipt of the goods. Notices of latent defects will, in any case, be deemed given in due time if EXPROTEC receives them within 7 (seven) working days of detecting quality defects. EXPROTEC shall have no further inspection and notification obligations than set out above.
6. For deliveries of more than 10 (ten) items, it will suffice that EXPROTEC examines random representative samples to comply with the requirement for adequate examination. If the examination of random samples shows that all the supplies delivered are defective, EXPROTEC has the right, at its option, to:
 - a) inspect all the supplies at the Supplier's expense or
 - b) assert guarantee claims for all the supplies delivered (replacement, reworking, price reduction, rescission of the Contract, damages for incorrect performance of the contract) if the suspicion that all the supplies are defective cannot be reasonably eliminated.
7. Without prejudice to the rights set out in 7 above, EXPROTEC will retain the right to further guarantee claims and compensation, including consequential damages.

Art. 7 Retention of title

1. If EXPROTEC and the Supplier exceptionally agree upon the retention of title, the retention of title by the Supplier will apply only to the obligation of EXPROTEC to pay for respective products to which the Supplier retain the title.
2. Any tools, samples, drawings and other aids produced for the delivery of purchase orders and invoiced by the Supplier separately become the property of EXPROTEC upon their production. Their handover will be replaced by the Supplier holding them in safe custody for EXPROTEC free of charge. They may be used solely for

delivering purchase orders placed by EXPROTEC and should be handed over to EXPROTEC free of charge immediately upon request after execution of the Contract or in the event of difficulties in delivery. The Supplier will expressly label these items as the property of EXPROTEC and bring this fact to the attention of third parties willing to make claims. In this case, the Supplier is required to notify EXPROTEC promptly. The Supplier will bear the necessary costs of legal defence. The Supplier is required to take care of and maintain the above-mentioned items and remedy normal wear and tear. The buying price of the items will include expenses required for that purpose. If the Supplier subcontracts the manufacture of tools and samples for the delivery of EXPROTEC's purchase orders, the Supplier will assign its claims against the sub-contractor due to the transfer of ownership of the tools and samples to EXPROTEC.

3. All designs and samples produced by the Supplier for EXPROTEC and all the related rights will be the property of EXPROTEC.

Art. 8 Protection of property

EXPROTEC will retain title and copyright to any purchase orders, work orders and drawings, illustrations, calculations, descriptions and other documents ("Documents") provided to the Supplier by EXPROTEC. The Supplier may not use or copy them itself or through third parties without the express consent of EXPROTEC. This does not apply to copies indispensable for the delivery of the purchase order. The confidentiality obligations according to Article 13 of these Terms and Conditions will also apply to the Documents. All Documents should be returned promptly on the first demand of EXPROTEC or when the business relationship ends.

Art. 9 Liability

1. Unless otherwise agreed, the Supplier will be liable to EXPROTEC for damages and reimbursement of expenses in line with statutory provisions.
2. EXPROTEC will not be liable to the Supplier for damages and reimbursement of expenses for whatever legal reason (contract, tortious act, breach of duty arising from the obligation, indemnification etc.).
3. This exclusion of liability will not apply in the case of intentional or gross negligence, culpable endangerment of life, bodily injury or damage to health, and breach of essential contractual obligations, i.e. obligations the fulfilment of which is necessary for the proper performance of the Contract and the Supplier regularly relies on and can rely on compliance with such obligations.
4. EXPROTEC's liability for breach of material contractual obligations will, however, be limited to compensation for the foreseeable damage typical for the Contract unless EXPROTEC is liable for intentional or gross negligence, endangerment of life, bodily injury or damage to health.
5. The exclusion or limitation of EXPROTEC's liability as set out above will also apply to the corresponding personal liability of EXPROTEC's employees, representatives and vicarious agents.

Art. 10 Product liability and liability for environmental damage

1. The Supplier will indemnify EXPROTEC and hold it harmless against all product liability claims attributable to a defect of the product/component part delivered by the Supplier. Likewise, the Supplier will also be liable for any losses or damage incurred by EXPROTEC as a result of precautionary measures of appropriate nature and scope due to product liability claims, for instance, public warnings, or product recalls. This will not prejudice EXPROTEC's right to claim indemnification from the Supplier.
2. The Supplier must take out extended product liability insurance with the sum insured of at least € 2 million as a lump sum for personal injury and property damage. The insurance cover must also extend to damages occurring abroad. The scope of extended product liability insurance must extend to forms of extended insurance coverage. This insurance must be maintained throughout the contract term, taking into account all limitation periods provided for by Contracts between the Supplier and EXPROTEC. Upon request, the Supplier shall provide EXPROTEC at any time with proof of insurance and payment of the premium. Should the Supplier fail to comply with this request, EXPROTEC can appoint a time limit of 7 (seven) calendar days for the Supplier and, upon ineffective expiry of such a time limit, will be entitled to rescind Contracts not yet completed, to the extent of the part not yet completed.
3. The Supplier shall be liable to EXPROTEC under the law, in particular for any damage suffered by EXPROTEC or any third parties due to a breach by the Supplier

or persons to whom he has entrusted the performance of obligations or regulations issued in this respect or other environmental directives and regulations. The Supplier shall indemnify EXPROTEC and hold it harmless against any claims of third parties against EXPROTEC in the event of such a breach.

Art. 11 Spare parts and quality assurance

1. The Supplier must ensure that spare parts for the supplies will be available for at least ten (10) years after the respective delivery.
2. If the Supplier intends to discontinue the production of spare parts for the supplies, having decided to discontinue production, it shall notify EXPROTEC promptly. This notification should be made at least 12 months before the planned production discontinuation date.
3. The Supplier will carry out quality assurance that is appropriate in nature and scope and corresponds to the state of the art and provide EXPROTEC with proof of its performance upon request. The Supplier will conclude a corresponding quality assurance agreement with EXPROTEC if EXPROTEC deems this necessary.
4. All supplies should comply with all generally applicable laws and technical standards.

Art. 12 Provided materials

1. The Supplier undertakes to use materials, tools or other means of production (materials made available) provided by EXPROTEC exclusively for the delivery of the corresponding purchase orders. The Supplier will store the provided materials separately with the due care based on sound commercial judgement and label them as EXPROTEC's property, also in his accounting books.
2. Furthermore, notwithstanding paragraph 1, EXPROTEC shall have the right, at any time, to check if the delivered materials or goods are stored separately on the Supplier's site and are correctly labelled. Any acquisition of ownership by the Supplier in the event of processing, blending, mixing or converting materials provided by EXPROTEC into a new item is expressly excluded. The Supplier will take care of any processing for EXPROTEC. Should the Supplier acquire joint ownership due to blending or mixing, he will be obliged to transfer his share of joint ownership to EXPROTEC.
3. The transfer of possession is also understood to mean storing an item free of charge by EXPROTEC.
4. The Supplier will notify EXPROTEC promptly if any third party seizes any goods owned by EXPROTEC and support EXPROTEC in any way possible in the case of an intervention, the costs of which will be borne by the Supplier. The obligation to notify will apply accordingly if insolvency proceedings are instituted. The right to retain components/semi-finished products made available by EXPROTEC to the Supplier for further processing will be excluded in any case.
5. If the item furnished by EXPROTEC is inseparably mixed with other items not owned by EXPROTEC, EXPROTEC will acquire joint ownership of the new item corresponding to the ratio between the value of the item (buying price plus value-added tax) and the value of other mixed items at the time of mixing. Where the Supplier's item is considered the principal item in the case of mixing, it shall be deemed agreed that the Supplier will transfer the right of joint ownership to EXPROTEC proportionally. The Supplier retains sole ownership or joint ownership of items stored for EXPROTEC.

Art. 13 Confidentiality

1. The Supplier will maintain the strictest confidentiality towards third parties about the business affairs of EXPROTEC of which it becomes aware due to the delivery of the purchase order, including about broadly understood information it provides for the execution of the order, in particular data, regulations, samples, drawings and designs.
2. The confidentiality obligation will also apply for 5 (five) years after the completion of the Contract. This confidentiality obligation will not apply to: a) information known to the Supplier at the Contract date or subsequently disclosed by third parties without thereby breaching any confidentiality agreement, statutory provisions or rulings of relevant public authorities, b) information generally known at the Contract date or made known to the public after that date unless in breach of this Contract, and c) information that needs to be disclosed due to statutory obligations or based on a ruling by a court or other authority.

3. The Supplier's or manufacturer's name or logo may be used on printed materials, designs etc., only if expressly approved in writing by EXPROTEC. This approval applies only to the particular case for which it is given.
4. The purchase orders of EXPROTEC can be used for advertising and as references, e.g. on websites or in business presentations, only if previously approved in writing by EXPROTEC.

Art. 14 Export controls

It is stipulated that EXPROTEC will execute the Contract if no obstacles due to national or international regulations on foreign trade exist and if no embargoes and/or other sanctions have been applied.

Art. 15 Place of execution, legal venue and applicable law

1. Unless otherwise agreed, the place of execution for all contracts will be the pickup location specified in the purchase order or, if no such location is specified, the registered office of EXPROTEC company that placed the purchase order with the Supplier.
2. All legal disputes arising out of or in connection with the contract will be settled by Polish courts.
3. All contracts between EXPROTEC and the Supplier will be governed exclusively by the law of the Republic of Poland, including, in particular, the Polish Civil Code. The United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply.

Art. 16 Compliance with UN Global Compact

EXPROTEC requires compliance with UN Global Compact:

Human rights

1. Businesses should support and respect the protection of internationally proclaimed human rights; and
2. make sure that they are not complicit in human rights abuses;

Labour

3. Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
4. the elimination of all forms of forced and compulsory labour;
5. the effective abolition of child labour; and
6. the elimination of discrimination in respect of employment and occupation;

Environment

7. Businesses should support a precautionary approach to environmental challenges;
8. undertake initiatives to promote greater environmental responsibility; and
9. encourage the development and diffusion of environmentally friendly technologies;

Anti-corruption

10. Businesses should work against corruption in all its forms, including extortion and bribery. Corruption in any form is strictly prohibited and will not be tolerated.