

GENERAL TERMS AND CONDITIONS OF PURCHASE**1. GENERAL PROVISIONS**

- 1.1. The General Terms and Conditions of Purchase, hereinafter referred to as the "GTCP" set out the general rules under which JELCZ Sp. z o.o., hereinafter referred to as the "Purchaser", purchases goods or services included in the Purchase Order.
- 1.2. The GTCP shall exclude the Supplier's General Terms and Conditions of Sale.
- 1.3. The terms and conditions may be amended, modified or excluded from application by the Purchaser in the Purchase Orders or appendices thereto sent to the Supplier or in the content of the agreement concluded with the Supplier, referred to as the Specific Terms and Conditions of Purchase, hereinafter referred to as the "STCP".
- 1.4. The STCP shall apply exclusively with regard to an individual Purchase Order and in no case may be regarded by the Supplier as applying in terms of the subsequent Purchase Orders placed by the Purchaser.
- 1.5. Any deviation from the GTCP is allowed only upon the Purchaser's written consent.

2. ACCEPTANCE OF THE PURCHASE ORDER

- 2.1. The Supplier shall, within 5 working days from the date of receipt of the Purchase Order, accept the Purchase Order in writing, by fax or e-mail. However, in the case of changes suggested by the Supplier and negotiated in the written agreement referred to in point 1.5, the aforesaid 5-day period shall be counted from the date of conclusion of the written agreement.
- 2.2. The acceptance of the Purchase Order shall be tantamount to the acceptance of the GTCP.
- 2.3. The Supplier's performance of the Purchase Order shall be equivalent to the acceptance of the terms contained therein.
- 2.4. Failure to provide the purchase order confirmation within 5 working days shall be equivalent to the acceptance of the Purchase Order and terms contained therein.

3. SUPPLIER'S PROCESS CONTROL

The Purchaser reserves the right to carry out an audit with regard to the Purchase Order being processed. The Supplier is obliged to make it possible for the inspectors to carry out an audit. In addition, the Supplier shall provide them with relevant documentation and information on the current progress of work in the production process. Such a process control shall not relieve the Supplier of any liability in any way.

4. DELIVERY TERMS

- 4.1. The ordered goods and/or services must be delivered in accordance with the provisions of the Terms and Conditions of the Purchase set out in the Purchase Order or any Appendices thereto.
- 4.2. The delivered goods and/or services included in the Purchase Order shall meet the quality requirements provided for in the technical specification for the specific goods and shall be in line with the relevant standards, legal regulations and additional requirements included in the Purchase Order.
- 4.3. The place of delivery is JELCZ Sp. z o.o. at ul. Inżynierska 3, 55-220 Jelcz-Laskowice or the address of the JELCZ warehouse indicated in the Purchase Order.
- 4.4. The delivery date shall be deemed to have been met provided that the goods and/or services are delivered together with the documents indicated in the Purchase Order or other documents resulting from legal regulations, and the goods and/or services are accepted by a relevant person authorised by the Purchaser.
- 4.5. In the event that the delivery dates are not met or the delivery does not comply with the Purchase Order, then the Purchaser is entitled to cancel the Purchase Order. Withdrawal right.
- 4.6. The Purchaser may withdraw from the agreement in writing, within 14 days from the date of the occurrence of the circumstances justifying the withdrawal.
- 4.7. The Supplier is obliged to properly secure the goods during transport and storage until the goods are accepted by the Purchaser, which shall be confirmed by a signed delivery note.
- 4.8. The delivery documentation, the bulk packaging and the goods shall include the Purchaser's order number and the purchase index numbers indicated in the Purchase Order. In the event that the aforementioned information is not included on the documents, the goods shall not be collected by the Purchaser.

5. SUPPLIER'S LIABILITY

- 5.1. The Supplier (service provider) shall be held liable for verifying the technical condition of the material provided by the Purchaser to be used for the performance of the service. The Supplier shall be also liable for verifying the material in terms of compliance with the documentation.
- 5.2. The material handed over to the Supplier for the performance of the service shall remain the Purchaser's property.
- 5.3. Upon the acceptance of the Purchase Order, the Supplier shall assume full liability for the material entrusted by the Purchaser.

6. RECEIPT/ACCEPTANCE

- 6.1. The acceptance of goods and/or services shall take place at the Purchaser's premises between 7.00 a.m. and 3.00 p.m. on working days.
- 6.2. Each delivery must be notified in writing, by fax or e-mail to the Purchaser, providing the date, at least 2 days before the planned date of delivery.
- 6.3. The Supplier must pack the goods in a way that secure them during transport.
In the case of heavy goods, bulky goods or large quantity of goods, the packaging method should allow for the goods being unloaded with a forklift truck.
- 6.4. All goods must be marked and bar-coded to enable their identification by scanners. Bulk packaging shall include a bulk label.
- 6.5. The Supplier is obliged to provide the Purchaser with the goods/services ordered, the required documents confirming quantity, quality and compliance, and in particular quality control certificates, attestations, measurement cards, material safety data sheets and other required documents indicated in the relevant specification to the Purchase Order or resulting from legal regulations.
- 6.6. The Purchaser's representative shall inspect the delivery at the time of its acceptance, in particular, in terms of any damage to the subject of delivery caused during transport and the compliance of the delivery and the relevant documentation with the Purchase Order.
- 6.7. In the case of an incomplete or non-conforming delivery, the Purchaser is entitled not to accept the delivery or to accept it under specific conditions and to draw up a discrepancy report. The Purchaser shall immediately notify the Supplier of the non-acceptance of the subject of delivery along with justification.

7. RECEIPT/ACCEPTANCE

The Supplier shall provide a warranty for the delivered goods or services for 48 months, counting from the date of the Purchaser's acceptance of the subject of delivery, together with the documents referred to in point 6.5.

8. COMPLAINT HANDLING PROCEDURE

- 8.1. The Purchaser shall immediately notify the Supplier of any quality defects or shortages in quantity, but not later than within 14 days from the date of receipt of the delivery.
- 8.2. In the event that the shortages or defects were of such a nature that they could not have been found during the acceptance of the delivery even following the due diligence principle, the aforementioned 14-days period shall run from the date of their discovery.
- 8.3. The Supplier shall immediately rectify any defects, however, no later than within 14 days from the date of receipt of the complaint.
- 8.4. In the event that the complaint is not accepted, the Supplier is obliged to notify the Purchaser of the non-recognition of the complaint within 14 days.

9. SUBCONTRACTORS' LIABILITY

The Supplier may not release himself from liability towards the Purchaser due to the fact that the non-performance or improper performance of the delivery by the Supplier was a consequence of non-performance or improper performance of obligations towards the Supplier by his co-operators, sub-suppliers or subcontractors.

10. PAYMENT TERMS

- 10.1. The delivery of goods and/or services covered by the Purchase Order shall be payable in the currency and at the prices agreed by and between the Purchaser and the Supplier within the due dates and under the conditions set out in the Terms and Conditions of the Purchase Order.
- 10.2. The payment date shall be understood as the date when the relevant amount is debited from the Purchaser's bank account.
- 10.3. All payments due to the Suppliers shall be made by bank transfer.
- 10.4. The Purchaser is entitled to withhold payment of remuneration, if the following circumstances occur:
 - a) lodging a complaint about quality defects and shortages in quantity in the delivery,
 - b) lack of the required documents in part or in full,
 - c) improperly issued invoices, i.e., contrary to the applicable laws and agreed agreements, and in particular, if the following clause on the invoice is missing: "The invoice receivables may not be assigned without the Debtor's written consent",
 - d) lack of the Purchaser's order number on the invoice
 - e) lack of the bank account number on the invoice in the event that counterclaims are undisputed or are legally enforceable, and if there is no Tax Identification Number included on invoices.

11. CONTRACTUAL PENALTIES

- 11.1. The Purchaser reserves the right to charge contractual penalties in the amount of 0.5% of the Purchaser's total order value in the event of late delivery, for each day of delay, where the delay in delivery shall be also understood as lack of relevant documents in accordance with point 6.5. and incompleteness of delivery.

11.2. The Purchaser reserves the right to deduct the contractual penalties referred to above for early and current deliveries from the payment due to the Supplier for the goods and/or services already delivered. The Purchaser shall notify the Supplier in writing of the amount of the contractual penalty and the fact of its deduction. In the event that the contractual penalty does not cover the damage incurred by the Purchaser, it is possible to claim compensation exceeding the amount of contractual penalties in line with general principles.

12. NON-ASSIGNMENT OF RECEIVABLES

12.1. The Supplier undertakes not to assign, without the Purchaser's written consent, the receivables under the Purchase Order to other persons, as well as not to encumber them and to include a non-assignment clause on invoices under pain of being undue.

12.2. In order to fulfil the obligation set out in point 12.1., the Supplier shall include the following information on the invoice: "The assignment of receivables or their encumbrance shall require the Debtor's consent". An invoice without the aforementioned clause shall be deemed to have been incorrectly issued, requiring correction and being undue.

13. OTHER PROVISIONS

13.1. Any disputes arising out of or in connection with this document shall be settled in accordance with the Polish law before the court having jurisdiction at the Purchaser's registered office.

13.2. The GTCP are an integral part of the Purchase Order.

13.3. All information made available between the Parties as part of the agreement shall be kept confidential by the Supplier. In addition, the Supplier undertakes to prevent unauthorised disclosure of the aforementioned information, and confirms that his employees and subcontractors are obliged to keep it strictly confidential. The confidentiality obligation shall apply in the course and upon the performance of the agreement.

13.4. In connection with the Quality Management System ISO 9001, ISO 14001 and additional requirements of AQAP in place, the Purchaser reserves the right to carry out inspections of the production and technological process, as well as quality acceptance of the ordered goods or services.

13.5. All requirements contained in the agreement/order may be subject to government quality assurance. You will be notified of any action that must be undertaken as part of the government quality assurance.

13.6. Any amendments to the contractual provisions shall be made in writing and agreed by the Parties.

13.7. Pursuant to Art. 509 of the Civil Code, JELCZ Sp. z o.o. declares that the receivables resulting from the performance of the Purchase Order may not be transferred to a third party without the Purchaser's prior written consent.

13.8. To all matters not settled herein, the appropriate provisions of the Civil Code and current laws and regulations shall apply.

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Purchaser's signature

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Supplier's/Seller's signature