

## **General Conditions of Purchase and Delivery Addit Sp. z o.o.**

### **Article 1. Introduction**

These terms of purchase apply to all contracts between the Customer and the Contractor. Any contrary provision in the Contractor's Terms and Conditions will not be accepted, even if not expressly negated. Any deviating provisions shall only apply if the Customer confirms them in writing.

### **Article 2. Definitions**

Customer - Addit Sp. z o.o. and/or any other natural or legal person related to Addit Sp. z o.o.

Contractor - a natural or legal person submitting an offer and/or concluding a contract with Addit Sp. z o.o. or a related entity.

Party/Parties- Customer and/or Contractor

Goods - all products, services, and all other things that can be added to these goods, such as specific documents, designs, etc.

Contract- any contract, order and/or agreements between Addit Sp. z o.o. und Contractor.

Force Majeure - any situation that arose independently, which could not have been foreseen.

### **Article 3. Offers and orders**

1. Unless expressly stated otherwise in the offer, the offer is binding on the Contractor. The offer should include all costs and specify delivery terms in accordance with the applicable Incoterms at the time of the offer. The customer will not incur any additional costs not written in the offer and outstanding after the presentation of the offer. The validity of the offer should be clearly stated.
2. Orders issued on the basis of non-binding offers are binding unless the Contractor rejects them in writing or sends a new confirmation.
3. The samples, printing, documentation, brochures, drawings, computer data and other information made available shall be an inviolable part of the offer submitted by the Contractor. The Contractor is obliged to provide the Customer with all relevant information, of whatever kind, prior to the conclusion of the contract.
4. The contract between the Customer and the Contractor is considered closed and is fully concluded by written confirmation from the Contractor. If the Contractor deviates from the offer in the order confirmation, the Customer has the right to withdraw from the contract or to accept new delivery conditions.

#### **Article 4. Prices, payment and invoicing**

1. The price shall be based on the Contractor's binding offer. The agreed price is a fixed net price. Any other additional costs such as transportation costs, packaging costs, import duties, approvals, etc. should be clearly included in the offer.
2. The Contractor is not entitled to unilaterally increase the agreed price.
3. Payment will be made within 30 days of receipt of the invoice and the ordered item and all necessary documents/information.
4. The Customer shall be entitled to the benefit of a deduction for amounts due or claimed under the contract from the amounts claimed by the Contractor for any reason.

#### **Article 5. Delivery date, delay in delivery**

1. The agreed delivery date and quantity are binding for both parties. Partial, overstated, understated, premature or delayed deliveries are only permitted with the Customer's consent. The Contractor is obligated to inform the Customer immediately in writing, if circumstances occur or become apparent, according to which the delivery conditions cannot be fulfilled.
2. If the Goods are not delivered in accordance with the agreed delivery time stated in the offer or order confirmation, the Customer is entitled to cancel the contract or demand later delivery if the delay is due to force majeure.
3. Cancellation of the contract does not entail any obligations and/or guarantees against the Customer.
4. If the Contractor fails to deliver within the agreed final delivery date and this fact is not due to circumstances for which the Customer is not responsible, the Customer is entitled to perform the contract with other Contractors. However, the Contractor is obligated to fulfil orders until the Customer finds a new Contractor.
5. In the event of cancellation of the contract by the Customer or delayed delivery not resulting from force majeure, the Contractor shall be liable for costs such as: costs arising from a change of contractor, e.g., differences between net prices, costs of stopping assembly lines at the Customer or the Customer's final customer, or additional transport costs. Regardless of the above costs, the Customer shall have the right to charge the Contractor with conventional penalties for late deliveries exceeding 5 working days, which amount to 0.3% of the net order value for each working day of delay, up to a maximum of 5% of the net order value.

6. The Customer can demand execution of the order in a shorter time than stated in the offer or on the order confirmation also after receiving the order confirmation. Any change to the order completion date by the Customer requires confirmation by the Contractor. In the event that the change of the order completion date is connected with additional costs, the Contractor shall inform the Customer about these costs.

#### **Article 6. Quality**

1. Goods must meet the agreed requirements, specifications, conditions, drawings, samples, etc., and other legal requirements. All certificates, certificates of origin, delivery notes, instructions for use, spare parts lists and maintenance instructions etc. belong to the delivery and must be provided at the same time or earlier. The Contractor shall immediately notify the Customer of any ambiguities in the documentation provided by the Customer.
2. Every deviation from the Customer's requirements must be communicated to the Customer by the Contractor and the Contractor must receive written consent to carry out the order with the new guidelines.
3. Goods must be properly packed and protected in such a way that they are in good condition during transport. The goods shall be delivered by the Contractor or prepared for delivery at the agreed location or locations agreed in the order or at a later time.
4. All goods sent to the Customer must be marked in a way identifiable by the Customer and accompanied by a delivery document containing the following minimum information: name of the supplier, name of the goods, quantity or otherwise prescribed by the Customer.

#### **Article 7. Inspection and testing**

1. Goods to be delivered shall be subject to inspection by Contractors to determine whether they meet the Customer's quality requirements. At the Customer's request, the Contractor shall attach documentation confirming that the Customer's requirements have been met.
2. The Customer is entitled to inspect (have inspected) and/or test (have tested) the goods or items belonging to the order. If the inspection and testing is performed on the Contractor's premises, the Contractor shall be responsible for arranging for the inspection and testing and paying all costs thereof. Visits and tests shall not unnecessarily interfere with the Contractor's work.
3. A positive inspection and test result does not limit the Contractor's liability. The Customer shall inform the Contractor about the visit well in advance.

#### **Article 8. Liability of defects**

1. Inspection of Goods includes e.g.: quality, number of pieces, conformity to requirements, specifications, samples, conformity of documents, safe and/or agreed packaging. If the Goods do not meet the Customer's requirements, the Customer has the right to reject the Goods or have them repaired.

2. The Contractor must be notified of non-compliance within 5 calendar days of the Customer coming into possession of this information.
3. The Contractor shall bear the costs of non-conformity of the goods with the order such as: downtime of the assembly line, inspection costs, storage costs, transportation costs, costs of re-manufacture or repair at the Customer or the final recipient of the goods.
4. The Contractor should, within 3 working days of receiving notification of non-compliance, respond to the complaint received with information about: acceptance of the complaint and commencement of the process of its analysis, or rejection of the complaint with the grounds for this.
5. The Contractor may appoint, at his own expense, his own experts to investigate the validity of a complaint. The Contractor shall state the cause of the complaint within 14 days and provide corrective and preventive measures.
6. In the event of a justified non-conformity, the Customer shall have the right to allow the Contractor to continue delivery in accordance with the order or to terminate the order, without any claim for compensation from the Contractor. If the Contractor is able to deliver, the Contractor will be required to correct the deficiencies within a reasonable time specified in the notice and resubmit the products for review. This does not preclude the Customer from pursuing claims as set forth in point 5.5.
7. In the event of cancellation, the Customer has the right to execute the contract with other Contractors. The provisions of Articles 5.3, 5.4, 5.5 shall then apply.
8. The Customer may reject the goods in whole or in part. Goods that have been rejected are treated as undelivered. Rejected goods will be stored free of charge by the Customer for up to 30 days after the submission of the complaint. After this time, storage costs will be invoiced to the Contractor.

#### **Article 9. Liability for damages**

1. The Contractor shall not be liable for any damage for property caused by the goods after their delivery and while are they in the possession of the Customer, unless the damage to the property was caused by a hidden defect in the goods or a defect in the goods that arose in the goods by the fault of the Contractor and his employees and other third parties designated by Contractor. This obligation continues for at least one year after receipt of the goods by the Customer or its Customer.
2. If the Contractor does not meet its obligations within the grace period granted, we shall be entitled to charge all costs, including any reduction in the value of the goods, in relation to what the Customer owes the Contractor as a Customer or to terminate the contract with the Contractor. In this case, we are entitled to compensation for any damages suffered by the Customer.

#### **Article 10. Tools**

1. The tools provided by the Customer remain the property of the Customer. The Customer owes the Contractor compensation for all work necessary to maintain or care for these tools. Any arrangements for special tools require a separate agreement between the Customer and the Contractor.
2. The Contractor may not use the Customer's tools for purposes other than performance of the contract without the Customer's consent. The Contractor shall not share or otherwise make these tools available to third parties.

#### **Article 11. Insurance**

The Contractor shall bear all risks associated with the storage, possession and use of all property it receives from or on behalf of the Customer under the order given. The Customer may require the Contractor to insure all risks of damage or loss that may be caused to these items while he has these items in his possession. The Client will be named as a co-insured on the policy. Any recourse claims for performance by the insurer against the Customer or their Customers must be excluded. The policy will be available for inspection upon request.

#### **Article 12. Transfer of rights**

The Contractor may not transfer or assign his obligations under the contract in whole or in part to third parties without our consent.

#### **Article 13. Transfer of risk and ownership**

1. As soon as goods have been delivered Customer bear the risk for all damage that may occur in relation to the delivered goods, except insofar the damage is the result of Contractor's gross negligence. The ownership of the goods is transferred to the Customer upon payment of the entire amount due for the goods.
2. If the Customer provides the Contractor with tooling components for assembly, for supervising assembly, or for testing or ordering already assembled products, the Contractor bears the risk from the time the components are delivered until the delivery is accepted by the Customer.

#### **Article 14. Prohibition of corruption**

The Contractor undertakes to take all necessary and appropriate measures to prevent corruption. The Contractor undertakes not to offer, promise, give or promise any benefits (e.g. money, gifts and invitations that are not of an operational nature) to employees and staff members of the Customer, members of its governing bodies or third parties.

**Article 15. Confidentiality**

The Contractor undertakes to maintain the confidentiality of the Customer and other contracting party's confidential information.

**Article 16. International law**

The Contractor undertakes to comply with international human rights and environmental law and the EU RoHS and REACH directives.

**Article 17. Disputes and applicable law**

1. Any disputes will be resolved by both parties based on these General Terms and Conditions. In the event that no agreement is reached, the parties will settle the dispute with an independent body.
2. The basis for dispute resolution shall be Polish law.