



**GPC-01 rev.2**

**Date of revision:24.01.2025**

# GENERAL PURCHASING CONDITIONS

**WOLFTEN Limited liability company based in Wrocław,  
registered in the National Court Register under number 0000604080**

## 1. General

1.1 These general terms and conditions of purchase apply to all purchases of processes, goods and services carried out by WOLFTEN Ltd. based in Wrocław on the basis of agreements with entrepreneurs i.e. natural persons, legal entities and organizational units that are not legal persons and which act confers legal capacity, conducting business or professional activities in their own name, as well as natural persons, legal entities, organizational units with no legal personality to which the law confers legal capacity that organize or provide services of public utility which are not economic activities within the meaning of the freedom of business activity.

1.2 For the purposes of this Regulation, the following definitions are being introduced:

- GPC – General Purchasing Conditions WOLFTEN Ltd based in Wrocław;
- Buyer – WOLFTEN Ltd. based in Wrocław;
- Seller – any entity in which the Buyer orders a process, product or service and also being a party to the Purchase or delivery contract with the Buyer;
- Written notice – Notice made in writing at the premises of the party to which it is addressed, to the hands of his representative, via the postal operator or the courier service provider, and sent by fax or electronic mail to the e-mail address.
- Written request – a request made in writing at the premises of the entity to which it is addressed, to the hands of his representative, via the postal operator or the courier service provider, and sent by fax or e-mail to the e-mail address.
- Contract – An agreement between the Seller and the Buyer.
- Product – The process, product or service covered by the Contract.



- Release of the product – Permission to deliver the product (goods, services, processes) to the Buyer.
- Without delay – Less than 72 hours.
- Counterfeit part – An unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer.
- Special requirement – Requirement specified by the Buyer or recognized by the Seller, as a requirement for which a significant risk of non-compliance is identified.
- Critical part – a piece (function, element, software, characterization, process, part) that has an essential impact on the supply and use of products and services, including the safety of use, productivity shape, fit, possibility of production, service etc. that requires specific actions to ensure that they are managed appropriately.
- Key feature (key characteristic) – the property or characteristic whose changes have an essential effect on the fit, shape, function, performance, possibility of production, service of the product, requiring the introduction of specific actions to control its variability.
- Product Deviation – The product (goods, service, process) in which any changes have occurred after the order has been made, including changes in production procedures and processes, changes in personnel and equipment which may affect the quality or suitability of the goods delivered, the services or process introduced after the Buyer has been informed and with the prior written consent of the Buyer or the product (goods, service, process) in respect of which it was removed from the incompatibility of this product with the order.
- Non-compliance (in qualitative terms) – material that doesn't conform to the specification requirements. It could be a deviation in a process, design, documentation, or procedure that may deteriorate the product quality.
- Materials of 3TG group – minerals and metals of 3TG group (tungsten, tantalum, tin, gold), as defined in Annex I of Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017.
- Conflict-Affected and High-Risk Areas – refers to territories in a state of armed conflict or unstable post-conflict regions, as well as areas where governance and security are weak



or non-existent (e.g., failed states). This also includes areas where widespread and systematic violations of international law, including human rights, occur.

- Unapproved Part – a part that has not been produced or maintained in accordance with approved or acceptable data, as well as applicable statutory, regulatory, and customer requirements.
- Civil Code (CK) – refers to the Act of 23 April 1964 – Civil Code (Journal of Laws of 2023, item 1683, as amended), along with its subsequent amendments and interpretations. The abbreviation "CK" is used in this document to specifically refer to the Polish Civil Code.

## 2. Scope

2.1. These GPC define the standard terms and conditions under which the Buyer purchases processes, goods and services, unless otherwise stated in writing, under pain of nullity of the records different from the GPC.

2.2. All terms and conditions presented by the Buyer in the order and documents incorporated in them, as well as separate specific agreements with the Seller, take precedence over the records arising from these GPC.

2.3. A delivery with the first order and confirmation of acceptance by the Seller of these GPC means acceptance of these terms as binding to all orders accepted throughout the whole period of cooperation between the parties until the time their content is changed or a written revocation of acceptance. The commencement of the order constitutes acceptance of these GPC.

2.4. The illegality or unfeasibility of any provision of these GPC is without prejudice to the validity of the other GPC records.

2.5. Both at the time of completion, as well as after the completion of the order, the Seller is required, at the request of the Purchaser, immediately submit to the Buyer information on the continued usefulness of the goods covered by the Contract for the purpose as defined in the order.



### 3. Ordering process

3.1. The order is binding if was submitted by the Buyer using a form marked with the FW25 number and revision number. The order may be placed via email from the wolften.pl domain. Orders exceeding a value of 15,000 USD (in words: fifteen thousand US dollars) must be signed by persons authorized to represent the company, as listed in the National Court Register.

3.2. With the order, the Buyer shall in particular provide details of applicable technical requirements e.g. specifications, drawings, process requirements, work guides, etc. These are an integral part of the contract.

3.2. The Seller is obliged to strictly comply with and apply the general and specific requirements indicated on each item of the order.

3.3. Any changes to the already placed order must be agreed and accepted by both sides.

3.4. Acceptance of the order shall take place at the appropriate location on the copy of the order by signing by a person (persons) authorized on the Seller's behalf and affixing the company stamp and sending the signed document to the Buyer. An order confirmation may also be made on the Seller's form if the unambiguous parameters of the order concerned are derived therefrom. An order confirmation can also be made by emailing information about the fact that the order was accepted for execution, in response to an order sent by electronic mail if the electronic correspondence clearly follows which order is to be confirmed. The purchaser's receipt must be returned to the Buyer within 7 days from the date of receipt of the order by the Seller.

3.5. If the Buyer's order lacks the unambiguous indication of the price it means a reservation of its negotiation by the Buyer. The contract does not have legal effect until the contracting parties have unequivocally agreed to the price.

3.6. An order for its effectiveness requires the Seller to approve it. The approval must be in writing. Approval of the contract means acceptance of the conditions resulting from the contract itself, the data provided by the Buyer to the extent applicable technical requirements eg. specifications, drawings, process requirements, work guides, etc. and these GPC to the extent not covered by the specific rules.



3.7. By accepting the order for execution, the Seller represents and acknowledges that these General Purchasing Conditions (GPC) take precedence over the Seller's own terms and conditions of sale. Any discrepancies between the GPC and the Seller's terms and conditions of sale shall be resolved in favor of the Buyer, subject to the provisions of clause 2.2.

3.8. In a contract or other document which is integral to the contract, the Buyer may indicate the requirements relating to the source of the supply, this indication, if it is concluded in a contract or other document which is integral to the contract, is binding the Seller.

3.9. The Seller is obliged to forward the Buyer's requirements along the supply chain.

#### 4. Order execution

4.1. The order should be fully executed by the Seller.

4.2. At the request of the Buyer, the Seller is obligated to provide a certificate of physical, chemical and/or test report on the subject of the Contract.

4.3. The transfer of the order to a third party in whole or in part requires the consent of the Buyer in writing under pain of nullity, with the proviso that this does not release the Seller from liability for the execution of the Contract.

4.4. The Seller shall ensure that it owns and maintains and will maintain the continuity of all licenses of permission, authorizations and consents and permissions necessary to perform the obligations arising from the Contract and these GPC in relation to the processes, goods and services covered.

4.5. The Seller shall ensure that the Products are appropriately classified, labelled and packaged in accordance with European Union (EU) 94/62 WE Directive with afterwards changes and secured in such a way that it can be delivered to its final destination in good condition. The Seller shall bear the costs and risks associated with the packaging materials and their return.

4.6. The seller shall, at his own risk, provide the Buyer services in accordance with the terms of the Contract and these GPC.

4.7. The Seller shall fulfill all terms of services specified in the Contract.

4.8. When providing processes, services and in the course of production the Seller pledges to:



- cooperate with the Buyer on all matters relating to the services and the goods covered by the Contract,
- comply with all reasonable recommendations of the Buyer (at no additional cost),
- provide services with the utmost care, skill and diligence, in accordance with the best practices in the industry, occupation and the Seller's business, to use employees suitably qualified, competent and experienced in carrying out the tasks assigned to them and their respective quantities, in order to ensure the performance of the Seller's obligations in accordance with the Contract and these GPC,
- ensure that the services are in accordance with the order and are fit for the purposes clearly or implicitly stipulated by the Buyer,
- provide all equipment, tools, vehicles, etc. necessary for the performance of the services resulting from the contract, in the absence of any other arrangements made in writing under pain of nullity,
- use materials, goods, patterns and techniques of the highest quality,
- ensure that the Products, as well as the processes, services and goods used in the service are free from defects in workmanship, assembly and construction,
- obtain and ensure the continuity of all necessary licenses, concessions and consents and comply with applicable, in this matter, law regulations
- not to perform any acts or omissions which cause or are likely to result in the loss of any license, concession, consent or authorization necessary to perform the activity, to the extent covered by the Contract,
- be involved in the performance of a contract, staff with competencies and qualifications in compliance with the applicable regulations, including aviation regulations, if the requirements of aviation law apply to the performance of the Contract and also required by Buyer,
- provide the Buyer with the required information that enables the Buyer to fulfill their obligations related to due diligence in the supply chain, with particular emphasis on identifying the origin of materials of 3TG group and their transportation routes, starting from the point of origin (e.g., mining location) to the Seller,
- comply with the Wolften Due Diligence Policy in the Supply Chain and provide support to Wolften in all activities arising from the implementation of this Policy.



4.9. If the Purchaser mentions in a Contract or other document integrally bound with the contract that one or more of the requirements stated therein is a special requirement, the Seller is obliged to carry out the risk management process in this requirement (these requirements).

4.9.1 Regardless of the entry of paragraph 4.9. The Buyer is obliged to self-assess the conditions of the contract and documents integrally with the order related and identification of whether any of the requirements specified therein is a special requirement. Where it is considered that one or more of the requirements indicated in the order or document is integrally connected to the contract, is a special requirement the Seller shall carry out the risk management process with regard to this requirement ( these requirements).

4.10. If the order includes critical parts and key features, the Buyer's indication shall be made directly in the order or in another document integral to the related order.

4.11. The release of the product to the Buyer may occur if the Seller fulfills all the requirements specified in these GPC, the order and documents forming an integral part of the contract. The release of a product may only be made in the case when the product possesses the documents required by applicable law, the present GPC, the order and documents forming an integral part of the contract.

## 5. Delivery of Products

5.1. The Seller shall ensure:

- that the Products covered by the consignment correspond to a description,
- that the Products covered by the consignment are identified and serialized, as required by relevant technical/manufacturing documentation,
- full traceability of the Products included in the delivery, from the acceptance of the component to the time of delivery,
- that the Products covered by the consignment comply with the order,
- that the Products covered by the consignment are of satisfactory quality and fit for any purpose specified by the Buyer in the order,
- that the Products covered by the consignment are free from legal and physical defects in particular construction, material and workmanship defects,



- that the products covered by the supply comply with the applicable statutory and regulatory requirements and the international transport codes in the range of production, marking (including CE), packaging, storing, handling and delivery of goods,
- that the goods covered by the consignment having a defined shelf-life for delivery are supplied with at least 3/4 of the full useful life,
- that the goods included in the delivery do not contain any used, counterfeit and/or copied parts,
- that carefully fulfils its obligations under these GPC and will immediately transmit to the Buyer all safety data sheets of dangerous substances and of very high concern (SVHCS), as required,
- that materials from the 3TG group do not originate from conflict-affected or high-risk areas and are not transported through such areas,
- that it complies with the requirements of Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017,
- that it has exercised due diligence in its supply chain to guarantee that it does not procure materials from the 3TG group originating from conflict-affected or high-risk areas and does not transport such materials through these areas.

5.2. The Seller is obliged to notify the Buyer of the delivery date at least 7 days prior to delivery.

5.2.1. The obligation indicated in the preceding paragraph (5.2) concerns the supply of each part of the goods if delivery is made in batches.

5.2.2. In case of Seller's failure to keep the deadline specified in section 5.2. and 5.2.1. the Buyer will only collect the goods if they have the appropriate logistic and warehousing conditions.

5.3. In the absence of any other arrangements, all deliveries are made on the basis of FCA, INCOTERMS® 2010; a specific place of delivery will be specified by the Buyer in the content of the contract.

5.4. In any case, the goods to be delivered shall be accompanied by proof of delivery containing the date of the order, the number of the contract (if any), the nature and quantity (including the product Code, if applicable) and special storage instructions (if exist) together with the Certificate of Conformity.



5.5. In the case of deliveries not in accordance with the agreed deadlines, the Buyer has the right to charge contractual penalties for delay and, in the case of early delivery storage loading costs, which would not prejudice the provisions of paragraph . 5.2.2.of these GPC.

5.5.1. For the delayed delivery of products on the basis of these GPC shall be deemed the lack of the delivery within the time limit laid down and also the supply not complete until the deficiencies are completed.

5.5.2. Delivery is deemed to be complete on the basis of these GPC when the quantity and assortment of delivered Products are in accordance with the Buyer's order, moreover, all listed in the order and the legal documents required are provided.

5.5.3 If the Buyer finds a shortage of quantity or quality of the goods or services in relation to the order, the discrepancies are recorded on the Warehouse acceptance document (WOLFTEN form no FW-43). Of the deficiencies, the Buyer shall immediately inform the Seller in order to agree on the further procedure in relation to the deficiencies found.

5.5.4. The Buyer is entitled to charge a contractual penalty for delay in delivery of 0.2% of the value of net order for each day of delay.

5.5.5. The implementation of the penalty specified in the preceding paragraph (5.5.4) does not deprive the Buyer of the right to seek compensation under the general conditions in the event of delayed delivery or its lack ,damage excess the amount of the contractual penalty referred to in paragraph 5.5.4, and in particular to remedy the damage after the thought of art. 477 § 1 and 2 CK, and with a view to withdrawing from the contract under the conditions laid down in article 492 and 494 CK.7

5.6. Acceptance of the delivery in quantitative terms and verification of completeness of the dossier shall occur on the date of delivery or completion of the process or service.

5.7. Acceptance of the Product quality shall be carried out by the Buyer, in the event of doubt as to the quality of the delivered Product.

5.8. The Buyer reserves the right to qualificative collection of the Product at the Seller's by the entity authorized by the Buyer or Customer of the Buyer, upon prior appointment.

5.9. In the case of delivery not in accordance with the qualitative order, the Products will be returned to the Seller at his expense.



5.10. In the case of delivery of non-conforming products simultaneously with the Products without any changes made, the non-conforming products must be marked in such a way as to enable their identification. In addition, together with each non-conforming product provided a document confirming the removal of the product inconsistency with the order must be provided or a document confirming that the changes made did not affect the quality or suitability of the delivered product.

## 6. Quality

6.1. The Seller is obliged to implement a quality management system compatible with AS9100D/AS9120D, Part21G in respect of processes, goods and services performed for the Buyer. This requirement also applies to subcontractors of the Seller.

6.2. The Seller is obliged to adhere to the applicable technical rules, standards and norms, safety regulations, regulations of aviation law and agreed technical data.

6.3. The Buyer applies and is entitled to carry out inspection of all areas involved in the delivery to the Buyer, in particular the conduct of audits of processes, goods and services, the positional audit and audit of all documentation related to the execution of the order including its implementation at each stage (including the sub-suppliers of the Seller). This includes the right to carry scheduled and unscheduled audits of Seller's supply chain due diligence procedures, their effectiveness and implementation.

6.4. If the Buyer, or the Buyer's customer (at each supply chain level), plans to carry out verification or validation of the production process, the requirements will be indicated in the order or other annexed to order documents. The approval of an order means, at the same time, that the seller agrees to carry out the indicated activities in the specified range.

6.5. In order or in another document, integrally connected with the contract the Buyer can introduce statistical means of control of the Products in accordance with the instructions in the document indicated. In the absence of indication, each piece of product shall be inspected.



6.6. Any amendment of the delivered product, as well as changes in production procedures and processes, changes in personnel and equipment which may affect the quality or the suitability of the goods or services supplied shall be possible only after the prior information of the Buyer and the prior written consent of the Buyer reserved under pain of nullity.

6.7. The Seller is obliged to ensure compliance of the delivered Product with environmental, health and safety regulations, regulations in force on product safety and any Regulations in force both on the territory of the Republic of Poland and in the country carrying out the delivery.

6.8. The Seller shall inform the Buyer in writing, on each delivery, of the specific requirements for handling and disposal of the product, if these are not standard requirements, under pain of damage responsibility.

6.9. The Seller is obliged to secure and store for the life of the product extended by three years the documentation necessary for the verification of the quality management system in English in electronic form and its submission to the Buyer on its every request, its Customers, their Customers and air surveillance authorities. The issue of the records will be at the time of delivery of the process, service or goods to the Buyer.

6.9.1. The Seller is obliged to provide security and storage for the life of the product extended by three years documentation necessary to verify the quality management system of subcontractors and suppliers, the Seller's suppliers in the English language in electronic form and ensure that it is submitted to the Buyer, Buyer's customers, their Customers and the air surveillance authorities at any request.

6.10. In the case of the need to store documented information specifically related to the execution of the order, the scope of such information and the time and manner of storage and delivery to the Purchaser shall be indicated on the order or document integrally related with the order. This does not prejudice the provisions of paragraph 1. 6.9 and 6.9.1. and these GPC.

6.11. The seller is obliged to allow the purchaser or his representative and each authorised entity at each level of the supply chain involved in the order or his representative, as well as the military and civilian bodies the verification of the quality standards of the Seller's inspection in the Seller's premises in order to assess the quality management system, the



product audit, the audit of the sub-supplier's audit and any other compliance check production process and products with requirements arising from legislation (in particular air) and these GPC.

6.11.1. The Seller is obliged to allow the Purchaser or his representative and each authorised entity at each level of the supply chain involved in the order or his representative, as well as the military and civilian bodies, the verification of the quality standards of the subcontractor of the Seller or the inspection of the subcontractor's plant to assess the quality management system.

6.12. The Seller is obliged to notify the Buyer of changes in the definition of the product or process, change of suppliers, change of location of the production plant and obtain consent to change if the necessity of obtaining consent arises from the order.

6.12.1. Analogous as in the preceding paragraph (6.12) notice and obtaining the Buyer's consent is required for the subcontractor of the Seller.

6.13. When the order concerns military materials, the Seller is obliged to allow verification of the contractual requirements at each level of the Government Quality Assurance supply chain (G.Q.A.) by the delegated institution.

6.14. If the Seller has received information on the actual or potential issues related to the loss of the suitability of the Product, the incompatibility of the Products supplied with the applicable regulations or the order, the Seller It is obliged to inform the Buyer without delay of these discrepancies in writing. The notification should include complete and accurate information on:

1. particular issue relating to the loss of usefulness,
2. its effect on the performance of the contract,
3. any action that could be taken to mitigate (including the costs of these activities),
4. whether the non-compliance could recur in other processes, products or services,
5. indications as to the proceedings.

All one-time and extraordinary fixed costs (if any) resulting from the loss of merchantability in the Seller's performance of the contract are entirely chargeable to the Seller.



6.15. The Seller in the context of the contract is obliged to issue the Buyer a document MTC (material certificate)/COC (Quality Certificate) confirming the compliance of processes, products and services with the applicable law, the norm AS 9100/AS 9120, as well as detailed contract terms.

6.16. Information on the necessity of the Seller to provide samples for examination by the Buyer, as well as information about the planned inspection, audit, verifications to be included in the order, the document which is integral to the order, these GPC or laws will be passed on to the Seller by the Buyer in writing, indicating the date of execution of the activity indicated.

The Organization shall ensure that the counterfeit part prevention process includes a mechanism for reporting counterfeit parts to the organization's purchasing representative within 24 hours of it being confirmed.

6.17 The Supplier shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part. Counterfeit part prevention processes should consider: training of appropriate persons in the awareness and prevention of counterfeit parts; application of a parts obsolescence monitoring program; controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources; requirements for assuring traceability of parts and components to their original or authorized manufacturers; verification and test methodologies to detect counterfeit parts; monitoring of counterfeit parts reporting from external sources; quarantine and reporting of suspect or detected counterfeit parts.

The Organization shall ensure that the counterfeit part prevention process includes a mechanism for reporting counterfeit parts to the organization's purchasing representative within 48 hours of it being confirmed.

6.18 The Supplier shall plan, implement, and control a process appropriate to the organization and the product that identifies and prevents the release of unapproved and suspected unapproved parts. Suspected unapproved parts prevention processes should consider: training of appropriate persons in the awareness and identification of suspected unapproved parts; requirements for assuring traceability of parts and components to an authorized source; inspection processes to detect suspected unapproved parts; monitoring of suspected unapproved parts reporting from external sources; quarantine and reporting of



suspected unapproved parts in accordance with applicable requirements from the competent authority or customers, as required. The Organization shall ensure that the unapproved part prevention process includes a mechanism for reporting unapproved parts to the organization's purchasing representative within 48 hours of it being confirmed.

6.19. The Organization shall inform WOLFTEN SP. Z O.O. within 72 hours upon discovery of suspect non-conforming product having been shipped.

6.20. The organization shall notify its customer if there are any changes to certification, registration, or accreditation within 3 working days of the change.

6.21. The Supplier shall maintain product identification and traceability by suitable means, maintained throughout the product life. Material not marked with an identification number will be considered as non-compliant.

6.22. The Supplier must ensure that records are kept on site, as well as ensure their preservation, usability and physical integrity for a period of:

- Calibration records, Certificates of calibration: no shorter than 3 years after withdrawal of related equipment.
- Documents providing a proof of product origin, conformity, testing process and shipment: lifetime of a product at least 40 years.
- Documents related to Materials of 3TG group: no shorter than 5 years.

## 7. Payment

7.1. The price of goods and services (including all costs and expenses directly or indirectly incurred by the Seller) is the amount fixed in the order excluding VAT.

No additional fees apply, unless under penalty of validity, they will be determined in writing with the Buyer.

7.2. The payment for the supply of Goods shall take place on the date indicated in the order counted from the date on which the Buyer received the invoice properly issued, assuming that this has occurred after the delivery, or from the date on which the Buyer accepted the goods in his warehouse if delivery occurs after the date of the invoice.



7.3. The payment shall be made in accordance with the provisions applicable to the payment of the Goods and Services Tax (VAT).

7.4. The date of payment shall be the date of debit of the Buyer's bank account.

7.5. The Seller shall conduct competent and accurate records of time and materials used for the contract execution purposes.

7.6. The Seller agrees that the Buyer shall disclose copies of all orders and invoices of the Seller to its customers where required by law, and the Seller ensures that the same authorization to the Buyer from its suppliers and subcontractors.

7.7. In case of any dispute, payment obligations shall be suspended pending the final resolution of the dispute.

## 8. Quality assurance

8.1. The Seller grants the Buyer warranty for its Products for a period of 24 months from the date of delivery of the goods to the Purchasing Customer, but no longer than for a period of 36 months from the date of delivery by the Seller to the Purchaser.

8.2. In the event of a quality defect of a Product delivered by the Seller, the Buyer shall promptly notify the Seller, in writing, of defects, their nature and extent. The Seller is obliged to establish and present to the Purchaser the course of the proceedings within 3 days of receipt of information on the occurrence (detection) of defects.

8.3. In the event of a defect in the quality of the Products supplied by the Seller, it is obliged to take action to guarantee the required quality of the goods for subsequent deliveries and to inform the Seller of actions taken within 3 days of the receipt by the Seller a written information on the occurrence (detection) of the defect. Within the same period, the Seller must indicate the date of the next delivery of the goods (services) free of defects.

8.4. Within 7 days of receipt of notification of the occurrence or detection of a defect, the Seller shall submit to the Buyer in writing a detailed analysis of the cause of the underlying problem and inform about the preventive action taken in the form of an agreed sheet 8D.

8.5. In the event of a defect in the goods (service) provided by the Seller, the Seller is obliged to immediately replace the goods with free from defects or remove the defect.



8.6. Regardless of the manner the improvement proceedings are carried out (replacement of goods, removal of defects), the Seller shall cover any documented costs which the Buyer has incurred in relation to the occurrence and removal of the defect, in particular assembly and dismantling of defective Product and production stops associated with the delivery of defective Products.

8.7. No reaction of the Seller within 3 days from notification of the occurrence or detection of a defect, entitles the Buyer to rectify the defect at the Seller's expense.

## 9. Packaging

9.1. The Seller is obliged to collect returnable packaging, including pallets, and thus reimburse the costs of these packages, according to their predetermined value.

9.2. All Products supplied under the Contract must be labelled in accordance with all technical and regulatory requirements in force in the country of destination and user, including CE marking.

9.3. In addition to the indications required by law and necessary in view of the technical requirements, on goods, packaging, documentation and labels, only the part number and the Buyer's designation according to the model submitted to the Seller may be included.

9.4. The goods, packaging or labels shall not bear any supplier or OEM markings (Original Equipment Manufacturer), contact details, or Seller's number.

## 10. Intellectual property rights

10.1. For all Products and materials transferred to the Purchaser under the contract, the Seller warrants that it has full and unladen property rights and that on the date of delivery to the Buyer has full and unladen rights or claims by third parties of the right to sell and transfer their rights to the Buyer and their further delivery to third parties (and their use by third parties).

10.2. The Seller shall transfer to the Buyer all intellectual property rights arising in connection with the execution of the Contract with full legal title guarantee and not subject to the rights of third parties.



10.3. The Seller shall exempt the Buyer from liability for any obligations, costs, expenses, damages and losses suffered or incurred by the Buyer as a result of or in connection with any claim brought against the Buyer:

1. for a real or alleged infringement of the intellectual property rights of third parties arising out of or in connection with the manufacture, supply or use of the product covered by the Contract or the receipt, use or delivery of the service covered by the Contract in the range as the claim is not attributable to the Buyer's actions or negligence,
2. by a third party for death, personal injury or property damage as a result of or in connection with defects in the Product covered by the Contract, to the extent that defects arise out of activities or omissions, including negligence of the Seller, its employees, agents or subcontractors
3. by third parties as a result of or in connection with the delivery of the Product in so far as such claim results from an infringement, improper performance, non-performance or delay in the execution of the Contract by the Seller, its employees, agents or subcontractors.

10.4. At the request of the Buyer, the Seller shall immediately execute (or arrange) any further action, provide or obtain all necessary information or know-how for the Purchaser and make any other documents for the purpose of securing the Purchaser's full rights under the contract.

10.5. The Buyer reserves himself the right to property, copyright and other related rights in respect of all illustrations, drawings, models, templates, matrices, calculations, instruments and any other articles made available to the Seller.

10.6. Upon completion of the order, the Seller shall reimburse the Buyer without a summons any documents and articles referred to in the preceding paragraph (10.5).

10.7. In the event that the Seller prepares or duplicates the articles and/or documents indicated in paragraph 10.5. at the Buyer's expense, it shall transfer free of charge at the time of preparation or duplication to the Buyer the right of ownership of the prepared or duplicated items to the Purchaser, and is also obliged to protect the prepared or reproduced documents and/or articles until the date of return/issue to the Purchaser.



10.8. Without written permission under pain of nullity, the Seller is not allowed to show the documents and articles available owned by the Buyer to third parties. This prohibition also applies to the disposal and pledging of documents and articles owned by the Buyer.

10.9. The Seller will obtain, at his own expense, all export licenses and other concessions and authorizations relating to the Products required prior to the dispatch or execution of the services and shall, as soon as they are received, forward copies of these documents to the Purchaser together with complete and accurate information on:

1. all authorized third parties,
2. processes, goods or services, export classification number, item or parts,
3. country of origin,
4. country of production,
5. export license number.

10.9.1. The Buyer may withhold any payments resulting from the Contract pending the Seller's obligation described in the preceding paragraph (10.9).

10.10. If the Seller is unable to deliver the Products within the agreed period as a result of the lack of availability of the export license or other necessary documents, the Seller will endeavour to obtain the relevant documents without further delay, and shall exempt the Buyer against any liabilities, expenses, damages and take-offs made or suffered by the Buyer as a result of or relating to such delays, unless such failure or delay results from reasons beyond the Seller.

## 11. Working on the premises of the Seller or Buyer

11.1. The Buyer shall provide the Seller the access within the agreed time limits and in a reasonable extent to his plant in order to perform the services, and shall provide such information as the Seller reasonably may require for the performance of the Contract, and which the Buyer deems necessary.

11.2. The Seller agrees and shall assure that any work performed by or on behalf of the Seller in the area in which the Buyer carries on business and any visit of the Seller or his employees, representatives and subcontractors on the premises, in which the Buyer carries on business shall be subject to:



1. the general conditions of work applicable at the Buyer (as provided on request),
2. comply with all applicable laws regarding work and safety,
3. comply with the regulatory obligations regarding environmental compliance.

The obligations arising from the subsections (b) and (c) shall also apply to the premises in which the Seller operates and in the areas where the subcontractor of the Seller is engaged, in respect of work performed for or on behalf of the Buyer.

## 12. Insurance

12.1. During the term of the contract and for a period of three years after expiry, the Seller shall provide insurance for business liability and insurance against liability for defects in the product in a reputable insurance company for an amount sufficient to cover any obligations arising out of or relating to the Contract.

## 13. Confidentiality

13.1. The Seller shall retain the confidentiality of any technical or commercial information, know-how, specification, invention, process or project which is confidential and disclosed by the Buyer, its employees, agents or subcontractors and any other confidential information relating to the business of the Purchaser, its products and services.

13.2. The Seller shall disclose the information indicated in the preceding paragraph to its employees, agents or subcontractors, whom their knowledge is necessary for the performance of the Contract and only to the extent necessary and shall ensure that employees, representatives and subcontractors who have entered into possession of confidential information about the Buyer as part of the Contract is kept confidential in respect of this information.

13.3. The Seller is entitled to disclose the Buyer's confidential information to the extent required by applicable law.

13.4. The Seller shall not publish or otherwise disclose the contents of these GPC to any party without the prior written consent of the Buyer.



## 14. Contract law and jurisdiction

14.1. The contract falls under the Polish law and the exclusive jurisdiction over the matters resulting from the contract is a Common Court in Wrocław.

14.2. In cases not regulated in the GPC, the Civil Code and relevant industry regulations apply.

14.3. In the case of the use of these GPC in the foreign version, any ambiguities will be settled on the basis of the Polish version.

Maciej Konys

*Chairman of the Board*