

## General Terms of Purchase

### General terms

1. The terms, the provisions of the general terms of purchase govern business relations of the parties, serve to improve and simplify orders, result from the conditions contained in purchase orders and / or specifications, technical drawings and the following regulations notified to the Seller.
2. Any changes or withdrawal from them shall be valid and binding if the parties so agree in writing.
3. The Seller undertakes to manufacture and deliver to Polmotors certain products and services in accordance with the order and the properties specified in the technical documentation and under the terms specified below.
4. The Seller is obliged to confirm the order in writing and send a confirmed copy to Polmotors within 3 days of receiving the order. In the absence of confirmation, it shall be assumed that the Seller has accepted the order for completion and by so-called tacit acceptance it accepts the GTPs.
5. Each delivery, even if made before the expiry of the period set for order confirmation shall be treated as order acceptance confirmation, always along with Polmotors GTPs.
6. The Seller undertakes to treat as confidential all technical, commercial or other information which it shall acquire in connection with fulfilment of orders. Any advertising materials related to deliveries to Polmotors must be authorized by Polmotors Sp. z o.o. in each case.
7. In these GTPs, the terms: material, goods, service, detail, machine, tooling and device are used interchangeably, and each seller agrees to comply with these GTPs regardless of the term used and shall treat them as synonymous with the assortment ordered from them.
8. Whenever the agreement or GTPs specify contractual penalties in favour of the Buyer, the Buyer shall be entitled, regardless of other provisions, to claim supplementary compensation from the Seller, exceeding the amount of the contractual penalty specified.
9. If the performance of the order requires the connection of the vendor's/contractor's data communications equipment to the equipment or the equipment's internal network, or a wifi network provided to guests, the contractor must not: send and make available content that is illegal or the subject of intellectual property protection, the subject of which is not the user of the equipment; send and make available content that may violate anyone's personal rights; mass distribute unwanted or unnecessary electronic messages (so-called "spam"); send and make available content that is illegal or the subject of intellectual property protection, the subject of which is not the user of the equipment; send and make available content that may violate anyone's personal rights; send unwanted or unnecessary electronic messages (so-called "spam"); send and make available content that is illegal or the subject of intellectual property protection, the subject of which is not the subject of intellectual property protection. spam, distribute malicious software i. e. any applications, scripts, etc. having a harmful, criminal or malicious effect on other Internet users, or that may damage the computers of other Internet users and the internal network. The vendor/contractor of the subject matter of the order shall be personally liable for the manner in which he uses the access to the indicated data communication networks and shall be held solely liable, including under criminal law, for illegal activities.

### Delivery and transportation

1. If delivery terms have been agreed, they must be construed in accordance with INCOTERMS. If no specific delivery terms have been agreed, the "DAP" term shall apply.
2. By accepting an order from the Buyer, the Seller undertakes to act in a timely and reliable manner and in accordance with the applicable law, in order to complete the order within the time limits required by the Buyer in the shortest possible time, with preservation of high level of quality and in accordance with the requirements specified by the Buyer.
3. Any deviation from the price, quantity, specifications, drawings, designs, plans, type and method of packaging, quality of goods, means of transport, method and place of delivery shall require prior written consent of the Buyer, or otherwise such a deviation shall be invalid.
4. The Buyer reserves the right to change the technical and commercial conditions depending on customers' orders.
5. Deliveries should be in accordance with the address indicated on the order, otherwise additional costs of 150 PLN shall be charged to the Seller for each incorrectly delivered parcel, which does not include claiming penalties, supplementary compensation and/or other damages.
6. For each delivery, the Seller shall provide the following documents:
  - a) A VAT invoice sent by e-mail to the address [faktry@polmotors.com.pl](mailto:faktry@polmotors.com.pl);
  - b) WZ note (outbound stock issue note) with the shipment;
  - c) Documents such as: Attestations, certificates, PPAP, quality certificate, safety data sheet, declaration of material conformity if required by e-mail: [kj.bestwinska@polmotors.com.pl](mailto:kj.bestwinska@polmotors.com.pl), [metalografia@polmotors.com.pl](mailto:metalografia@polmotors.com.pl), [pljakosc@polmotors.com.pl](mailto:pljakosc@polmotors.com.pl).

### Delivery time

1. If delivery time is specified as a certain period, this period shall be deemed to begin on the date of receipt of the order by the Seller. The Seller must confirm the order within 3 days of receipt of the order at the latest. In the absence of confirmation, the Seller shall be deemed to have accepted the order and commenced its fulfilment without comment.
2. Deliveries shall be made according to the dates specified in the order or in the schedule.
3. If the Seller finds out that it cannot meet the agreed delivery time, or if the delay appears likely, it shall immediately notify the other party. At the same time, the Seller shall take appropriate corrective action to prevent delays in the supply chain.
4. If the Seller is in delay with deliveries for reasons not caused by force majeure, Polmotors shall among others have the following rights:
  - 4.1 to require immediate completion of the order in whole or in part,
  - 4.2 to obtain from anywhere else and at any time, in whole or in part, the ordered goods, at the expense and risk of the Seller, with the obligation to notify the Seller of such fact,
  - 4.3 to terminate the order in whole or in part with immediate effect and to claim compensation under article 471 of the civil code by way of notifying the Seller in a common manner,
5. The Seller shall keep in its warehouse stocks of products necessary to ensure continuity of supply.
6. If completion of a particular order is impossible and confirmed by force majeure, the delivery dates shall be subject to separate arrangements between the parties and must be accepted by the Buyer. Force majeure may not be invoked if it had occurred after the expiry of the delivery period. The delay caused by the Seller's sub-suppliers shall not be considered as force majeure. In addition, the Seller is required to compile and test contingency plans that shall be operational at any time if it is not possible to maintain continuity of supply to Polmotors.
7. In the event of a delay in the required delivery, the Buyer shall also be entitled to charge a penalty of 1 % of the value of the order or contract, for each day of delay, and to charge to the Seller the cost of production stops at Polmotors facilities or at the Buyer's customer, caused by the interruption of the continuity of supply for reasons attributable to the Seller.

### Claims

1. Claims lodged by the Buyer may concern technical and quality issues as well as logistical issues.
2. In the event of non-compliance, the Buyer shall be entitled to lodge a claim in writing to the Seller, with specified nature and extent of non-compliance. The Seller undertakes to process the claim within 10 working days, counted from the day of claim lodgement with presentation of a 8D report. At the same time, it ensures deliveries to maintain continuity of the Buyer's production. If a claim is not processed within the above time limit, the Seller shall be deemed to have agreed with the claim and to have accepted the related costs. In addition, the Seller undertakes to take immediate action to secure the continuity of supply to Polmotors and the downstream supply chain within max. 24 H from receipt of a claim report or any other form of reporting a problem and necessary action. In urgent cases, a claim may be lodged to the Seller by e-mail or by telephone. In the event that the Seller does not respond or is not in readiness to take immediate action, the Buyer shall have the right to take the necessary measures to maintain the continuity of production at the Seller's expense and risk.
3. The Seller is fully responsible for any consequences and outcome of any legitimate claim for any delayed delivery, any non-performance of the agreement or any performance thereof in a manner that is inconsistent with its provisions, including financial consequences and any consequences related to damages, and is required to pay them on the basis of documents provided by Buyer. The above relates also to claims that, in connection with non-performance or improper performance of the agreement by the Seller, have been lodged to the Buyer by final customers.
4. The Buyer shall have the right to take actions or to request that following actions be taken in the event of failure to respond to the claim in the manner described in point 2.
  - 3.1 to require the goods subject to the claim to be exchanged for defect - free goods within the time limit set by Polmotors,
  - 3.2 to demand that the Seller remedy the defects within the set time limit and in a manner agreed by Polmotors,
  - 3.3 to repair or purchase defective components from third parties and charge the related costs to the Seller
5. The Seller shall inform the Buyer in writing of the corrective measures taken to eliminate claims in the future.
6. If the warranty claim does not cover all the damage, the Buyer shall have the right to claim compensation under the general principles.

### Warranty and responsibility for the quality of the products

1. The Seller shall be responsible for respecting the agreed quality requirements, including faults and/ or defects in goods and products, and it shall confirm that it has the full and complete knowledge necessary for the performance of the subject of the agreement in accordance with the technical and quality requirements contained in purchase orders or in separate documents agreed between the parties.
2. The Seller grants the Buyer a warranty for the period of 24 months from the date of issue of the material to the Buyer, unless otherwise agreed by the parties.
3. The Seller knows and respects the automotive industry's requirements laid down for each supplier in the supply chain and, in the event of any quality or timing problem related to the fulfilment of purchase orders, it shall take all possible measures to ensure continuity of Buyer's production and timely delivery to Final Customers.
4. The Seller knows and respects the European Union's laws and regulations and other specific requirements set forth by Buyer's customer in respect of the materials provided and the services offered.
5. The materials supplied by the Seller must comply with all legal requirements and directives imposed by the European Union.
6. If the Seller determines that it cannot meet the agreed delivery time, or if a delay appears likely, it shall immediately notify the other party. At the same time, the Seller shall take appropriate corrective action to prevent delays in the supply chain.
7. If a notified or actual delay in the delivery of goods or any part of goods is attributable to the Seller, and if, in the understanding or reasonably expected understanding of the Seller, such delay would cause inconvenience to the Buyer, the Buyer shall have the right to withdraw from the agreement in respect of the goods which are delayed, by written notice served to the Seller. If the Seller has notified of a delay, the Buyer has the right to withdraw from the agreement.

### Payments

1. Payments shall be made by bank transfer based on VAT invoices correctly issued by the Seller. Payments shall be made to the bank account indicated on the VAT invoice delivered to the Buyer (by e-mail or by regular mail) within the time limit set between the parties and mentioned in the order, unless otherwise agreed by the parties.
2. The basis for payment to the Seller is a complete and quality-compliant delivery of the purchased goods or service by the Seller. A complete delivery is deemed to be a material or service provided to the Buyer's facility as indicated on the order, provided in accordance with the specified technical terms and with complete documentation required by the agreement, the purchase order or the General Terms of Service.
3. In the event that the goods have not been delivered in accordance with the delivery agreement, the Buyer shall be entitled to withhold all or the appropriate portion of the price until the Seller satisfies the obligation in its entirety.
4. The Seller may not assign its right to payment under the agreement or purchase order without Buyer's prior written consent, under the pain of nullity.

### Packaging

1. The goods and products supplied shall be packed in a manner compliant with Buyer's requirements or generally accepted packaging conditions. In the case of supply of steel, the packaging standards of the Buyer notified by the Buyer in writing shall be an integral part of the order.
2. The Seller shall be responsible for any damage to products in transport due to incorrect packaging. Changes in packaging shall be subject to written consent of the Buyer.
3. In the case of all-vehicle deliveries, or where required, the Seller is required to respect the unloading slots. Available unloading times should be set in advance with the Buyer's logistics department.