

# GENERAL TERMS AND CONDITIONS OF PURCHASE OF VLASSENROOT POLSKA SP. Z O.O.

Effective from 10 January 2026

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**VLP purchases goods and services from the Supplier exclusively on the basis of these GTC, without making any changes to them. Any other contractual templates or other terms and conditions contained in the Supplier's documents shall not apply unless expressly accepted by VLP.**

## 1. DEFINITIONS

- 1.1 **Personal Data** - information about an identified or identifiable natural person.
- 1.2 **Intellectual Property** - any creative work, including a work, invention, discovery, improvement, utility model, industrial design, chemical formula, trademark, document, drawing, mathematical model, statistical technique, computer programme, software, design and as-built documentation, system, pattern, algorithm, technique, sequence diagram, logic diagram, database or other creative technical, organizational, economic or commercial work, in each case regardless of whether it is subject to industrial property rights or copyright and the manner in which it is recorded, created by the Supplier, independently or in cooperation with other persons or by third parties.
- 1.3 **Supplier** – The Party delivering the Purchase Item to VLP (or any VLP Affiliate) at the relevant Place of Delivery.
- 1.4 **Working Day** – any day from Monday to Friday, excluding public holidays applicable in the territory of the Republic of Poland.
- 1.5 **Confidential Information** – any information designated as confidential by one of the Parties and any information, know-how, financial, commercial and technical data (including, in particular, technical drawings and specifications), operational, public relations, as well as research, analyses, studies and plans concerning the activities of the Parties and their customers and partners, as well as all other information except for that which, at the time of disclosure or transfer to the other Party, is expressly designated as non-confidential, regardless of the form of its transfer or disclosure. If the transfer of information is not specified in terms of its confidentiality, it shall be deemed to be Confidential Information.
- 1.6 **Place of delivery** – a warehouse, plant or other facility designated by VLP for the purpose of delivering the Subject of Purchase; the place of delivery may be a facility of one of VLP's affiliated entities, or a facility belonging to external transport or logistics service providers, or, if no location is specified, the place of business of VLP.
- 1.7 **GTC** – these General Purchase Terms and Conditions applicable at VLP.
- 1.8 **Affiliated Entity** – any entity that directly or indirectly controls the Party, is controlled by the Party or is under common control with the Party; the definition also includes affiliated entities within the meaning of the Accounting Act of 29 September 1994.
- 1.9 **Change Order** – a change to the Order (Contract), in particular a correction, omission or addition or other modification to the Order (Contract) or any part thereof, communicated by VLP to the Supplier.
- 1.10 **Subject of Purchase** – goods, services or works purchased by VLP under the Contract; it also includes all materials, documents or other items delivered in connection with the performance of the Contract, in any form or on any medium, including, but not limited to, data, diagrams, drawings, reports and specifications.

- 1.11 **REACH** – Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (OJ EU L 396, p. 1, as amended), taking into account any subsequent amendments.
- 1.12 **RoHs** - Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (recast) (OJ EU L 174, p. 88, as amended), implementing acts to this Directive, including delegated directives, including Commission Delegated Directive (EU) 2015/863 of 31 March 2015 amending Annex II to Directive 2011/65/EU of the European Parliament and of the Council as regards the list of restricted substances (OJ EU L. 2015 No. 137, p. 10), as well as national provisions implementing this Directive, including the Regulation of the Minister of Development and Finance of 21 December 2016 on the essential requirements for the restriction of the use of certain hazardous substances in electrical and electronic equipment (i.e. Journal of Laws of 2021, item 1513, as amended), taking into account any subsequent amendments.
- 1.13 **Party** – VLP or Supplier, collectively referred to as the Parties.
- 1.14 **Agreement** – a written agreement concluded between the Parties concerning the Subject of Purchase or an Order for the purchase of the Subject of Purchase by VLP from the Supplier (incorporating these GTC by reference) and any other documents made available by VLP for inclusion in the Agreement, such as, inter alia, any VLP specifications, VLP customers or other third parties, or, where applicable, the Supplier's specifications (where VLP agrees to use such specifications or places an Order based on such specifications).
- 1.15 **VLP** - VLASSENROOT POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Gliwice at Bojkowska 59, 44-100 Gliwice, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number: 0000262487, NIP: 6762329428 and REGON: 120294477, BDO: 000000156, having the status of a large entrepreneur; the Party ordering the Subject of Purchase from the Supplier.
- 1.16 **Order** – a VLP order for the purchase of the Subject of Purchase placed with the Supplier, including orders placed electronically, subject to the GTC in all cases. The order includes, in particular, elements such as the type and quantity of goods or services ordered, the delivery or performance date and the price.

## 2. APPLICATION AND PURCHASING PROCESS

- 2.1 The GTC govern the Agreement and VLP's purchasing process aimed at concluding the Agreement.
- 2.2 The Agreement shall not be performed on terms other than those specified in the GTC, unless the Parties agree otherwise.
- 2.3 A response to VLP's requests for quotations concerning the Subject of Purchase, as well as the acceptance of the Order by the Supplier or the conclusion of another agreement concerning the Subject of Purchase, shall constitute acceptance of the GTC.
- 2.4 In order to conclude the Agreement, VLP sends an enquiry to the Supplier or publishes a request for quotation. On the basis of the responses provided to VLP, VLP sends an Order to the selected Supplier or a separate agreement is concluded between the Parties.

- 2.5 If an Order is issued, the Supplier shall confirm acceptance of the Order, at least in the form of an e-mail, within 2 Business Days. Failure by the Supplier to respond within the specified time limit or actual commencement of performance of the Agreement on the terms specified in the Order shall constitute acceptance of the Order and conclusion of the Agreement on the date of expiry of the confirmation period. If the Supplier confirms acceptance of the Order, the Agreement shall be concluded on the date of confirmation of acceptance of the Order.
- 2.6 If the Supplier intends to reject the Order, it shall immediately notify VLP thereof.
- 2.7 A purchase offer made by VLP as part of an Order may only be accepted without reservation. If the Supplier intends to submit a counteroffer, the Supplier shall immediately inform VLP thereof.
- 2.8 For the avoidance of doubt, any changes to the Order, GTC or Agreement require VLP's written consent.
- 2.9 In the event of any conflict between the content of the Order or the Agreement and the GTC, the Order or the Agreement concerning the purchase of individual Purchase Items, concluded in accordance with the GTC, shall prevail. In matters not specified/regulated directly in the Agreement or other arrangements between the Parties, the GTC shall remain in full force and effect.

### **3. SUPPLIER'S OBLIGATIONS. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES**

- 3.1 The Supplier shall perform the Purchase Item:
- 3.1.1 in accordance with applicable law and required quality standards;
  - 3.1.2 in accordance with technical documentation, drawings, standards (e.g. PN-EN, ISO) and requirements contained in the Agreement;
  - 3.1.3 in accordance with the Agreement and VLP's instructions;
  - 3.1.4 in accordance with the purpose specified in the Agreement, and if such information is not specified, in accordance with the purpose for which the goods, services or works covered by the Agreement are customarily used;
  - 3.1.5 in compliance with environmental protection regulations and relevant standards, and guarantees that no substances or preparations listed in Annexes XIV and XVII to REACH will be used to perform the Subject of Purchase;
  - 3.1.6 in accordance with RoHS requirements, and the Supplier shall be responsible for ensuring RoHS compliance at every stage of the Agreement's performance;
  - 3.1.7 free from physical defects, design, material and workmanship defects, and unencumbered by third party rights;
  - 3.1.8 by personnel with appropriate experience, training and qualifications.
- 3.2 The Subject of Purchase shall be delivered or provided during VLP's business hours (or during the business hours of the designated Place of Delivery), unless VLP specifies other hours.
- 3.3 Unless otherwise specified in the Agreement or Order, the Supplier shall ensure that the goods being the Subject of Purchase are packaged in accordance with industry standards and all applicable laws and regulations, in a manner appropriate for securing and protecting the goods and sufficient to ensure their safe unloading and inspection at the Place of Delivery, in particular

so as not to cause an accident or endanger life or health during unloading. EUR pallets shall be used for palletised goods.

- 3.4 The transport of goods that are the Subject of Purchase must be carried out in accordance with the relevant regulations. The transport of goods should be carried out using appropriate means of transport.
- 3.5 VLP reserves the right to refuse unloading if the delivery poses a safety risk, the load is arranged in a dangerous manner or in a manner that prevents unloading, if the load or vehicle does not comply with applicable regulations or safety standards, or if the driver of the vehicle delivering the Subject of Purchase does not comply with the safety rules in force at VLP and does not follow VLP's instructions.
- 3.6 Loading should be carried out according to the dates agreed in the the Order or Agreement. The means of transport provided by the Supplier should comply with the conditions specified in the transport order. VLP reserves the right to refuse loading if the driver of the vehicle collecting the cargo does not comply with the safety rules in force at VLP and does not follow VLP's instructions.
- 3.7 Detailed requirements regarding quality, transport and delivery are set out in Appendix 1 to the Terms and Conditions.
- 3.8 In the delivery document or other documents related to the performance of the Contract, including the Order, in particular such as: letters, invoices, quality certificates and declarations of conformity, the Supplier is obliged to include the Order or Contract number and a list of materials.
- 3.9 Together with the Supplier's documents, the Supplier shall provide the required quality documents, approvals, certificates, etc. related to the delivered goods and their use, which are necessary for VLP to use the goods for their intended purpose. If the subject of the Contract is services, unless otherwise specified in the Contract, it is assumed that the Contract covers the comprehensive performance of services, including employee training, instructions, explanations and certifications necessary for the services to achieve the intended purpose for VLP.
- 3.10 If any technical documentation/operating instructions are necessary for the proper use of the Subject Matter of the Agreement, the Supplier shall be obliged to provide VLP with all such documentation at the latest at the time of delivery of the Subject Matter of the Purchase.
- 3.11 If the Subject of Purchase is services, the Supplier shall be obliged to provide a service handover report.
- 3.12 The Supplier shall notify VLP in writing of any non-compliance of the Purchase Item with the Order or the Agreement within 3 days of becoming aware of the non-compliance, specifying the impact on the delivery.
- 3.13 If there is a risk that the delivery will not be made on time, the Supplier shall notify VLP of this fact, stating the reasons for the potential delay and the expected new delivery date.
- 3.14 VLP may issue Change Orders to the Supplier, and the Supplier shall be obliged to implement such Change Orders. In particular, VLP may order changes to the Supplier's manufacturing process, provided that they do not affect the product itself, or change the Delivery Date. If the Change Order results in an increase or decrease in the cost or time required to fulfil the Contract , the purchase price or delivery schedule shall be adjusted accordingly, provided that any increase in cost or extension of the delivery time may only take place with the consent of VLP, expressed in writing under pain of nullity. Change orders submitted by the Supplier shall only apply after they have been confirmed by VLP in writing, under pain of nullity.

- 3.15 The Supplier may not replace or change the materials from which the Purchase Item is made, change the place of production, production process, quality or specifications of the Purchase Item without the prior written consent of VLP.
- 3.16 The risk of accidental loss or damage to the Purchase Item shall pass to VLP upon its receipt by VLP.
- 3.17 Ownership of the Purchase Item shall pass to VLP upon its receipt by VLP.
- 3.18 VLP may refuse to accept the Purchase Item (without any negative consequences for VLP) if the Purchase Item is not fully compliant with the Agreement.
- 3.19 If the Purchase Item is to be delivered or performed in parts, VLP shall have the right to treat any failure to perform any part of the Purchase Item either as a breach of the Agreement in respect of that part only, entitling VLP to withdraw from that part of the Agreement, or as a breach of the Agreement affecting the Agreement as a whole, entitling VLP to withdraw from the entire Agreement.
- 3.20 If tools or equipment belonging to VLP are made available for the performance of the Agreement, the following provisions shall apply.
- 3.20.1 The Supplier shall be responsible for maintaining the tools or equipment provided in good condition and cleanliness, using them for their intended purpose, servicing them, protecting them against damage and theft, insuring them and returning them in an undamaged condition at the end of the Agreement/cooperation between the Parties;
- 3.20.2 The Supplier shall be liable for accidental loss or damage to the tools or equipment provided from the moment they are handed over to the Supplier or a carrier designated by the Supplier;
- 3.20.3 The Supplier is obliged to mark the tools and equipment made available by affixing the following label: "Property of VLASSENROOT POLSKA sp. z o.o.";
- 3.20.4 The Supplier shall ensure that VLP has access to the tools or equipment provided at any time upon request by VLP. VLP has the right to inspect the storage and use of tools and equipment at any time;
- 3.20.5 The tools or equipment provided shall be returned to VLP or to another location specified by VLP within 48 hours of receiving a request for their return;
- 3.20.6 Tools and equipment may not be made available or used by third parties without VLP's consent in writing, under pain of nullity.
- 3.21 If, for the purposes of performing the Subject of Purchase, VLP provides the Supplier with specific materials, the following provisions shall apply:
- 3.21.1 The materials shall be used by the Supplier in accordance with VLP's instructions/specifications;
- 3.21.2 The Supplier may not replace the materials provided by VLP with other materials without VLP's consent;
- 3.21.3 The Supplier shall be obliged to properly manage the entrusted materials, including following the principles of rational management (in particular, avoiding waste of the entrusted materials);
- 3.21.4 The risk of accidental loss or damage to the materials entrusted by VLP shall pass to the Supplier upon delivery to the Supplier;

- 3.21.5 The entrusted materials remain the property of VLP;
- 3.21.6 The entrusted materials shall be returned at any request of VLP within 3 Business Days;
- 3.21.7 Without prejudice to the other provisions of the GTC, VLP shall be entitled to carry out periodic, incidental (confirmation of stock levels) and annual inventories of the entrusted materials, including at the place where the entrusted materials are stored;
- 3.21.8 The Supplier shall be obliged to immediately inform VLP of the need to deliver missing materials necessary for the performance of the Subject of Purchase.
- 3.22 If the performance of the Agreement is to take place at the VLP plant, the following provisions shall apply:
  - 3.22.1 The Supplier's personnel shall be obliged to comply with health and safety rules and other rules and regulations in force at VLP, as well as VLP's instructions and relevant operating standards in order to ensure the health and safety of persons present on the premises of VLP;
  - 3.22.2 The Supplier's personnel must be properly trained and must be authorised to perform the work entrusted to them;
  - 3.22.3 Notwithstanding other provisions of the GTC, the Supplier must have appropriate insurance against damage to third party property with a policy amounting to at least twice the value of the Supplier's annual remuneration specified in the Agreement, but not less than one hundred thousand (100000) PLN for each event.
  - 3.22.4 The Supplier shall bear sole and full responsibility for the actions and omissions of its personnel.
- 3.23 The Supplier guarantees that compatible spare parts (if applicable) will be available to VLP on fair and reasonable commercial terms for a period of at least ten (10) years from the delivery of the Purchase Item by the Supplier. The Parties shall specify the required spare parts in the Agreement. If the Supplier guarantees a shorter period of availability of spare parts than 10 years, the Supplier shall inform VLP thereof prior to the conclusion of the Agreement or acceptance of the Order, and VLP shall have the right to withdraw from part of the Agreement or Order if it considers that this period is too short in a given case.
- 3.24 The Supplier shall be obliged to maintain civil liability insurance (covering all circumstances of the Supplier's liability covered by the Agreement), including product liability insurance, for the entire duration of the Agreement, for the amount agreed between VLP and the Supplier. The Supplier shall be obliged to immediately present the policy (or other document confirming the existence of an insurance contract) at the request of VLP.

#### **4. PRICE, PAYMENTS AND INVOICING**

- 4.1 The price for the Purchase Item shall be specified in the Agreement.
- 4.2 Unless otherwise specified in the Agreement, the price shall include all costs related to the purchased Purchase Item, in particular the costs of packaging, storage, loading, transport, delivery to the Place of Delivery, insurance, public law charges or taxes. The prices included in the Order or in a separate Agreement concerning the Purchase Item shall not be subject to increase, unless this is expressly specified in the Order or in the Agreement, respectively, and the Supplier shall assume the risk of any events or causes affecting these prices, including, but not limited to, exchange rates, increases in the cost of raw materials, inflation, any decrease in VLP's requirements for the quantities of the Purchase Item ordered, increases in labour and other

production and delivery costs, and any other events that affect the price or availability of materials or supplies.

- 4.3 VLP shall be entitled to withhold payment of all or part of the Supplier's remuneration (without the Supplier being entitled to charge interest) in the event of non-compliance of the delivered Purchase Item with the Agreement or the submission of a complaint by VLP regarding the Purchase Item.
- 4.4 Payment terms shall be specified in the Agreement or separately between the Parties. If no payment term is specified, the payment term shall be 60 days from the date of receipt by VLP of a correctly issued invoice.
- 4.5 Invoices shall be sent to the invoice mailing address specified in the Agreement (or otherwise agreed with VLP).
- 4.6 To the extent that the Supplier is required to register as a VAT taxpayer within the meaning of the Act of 11 March 2004 on Goods and Services Tax, payment of remuneration for the performance of the Agreement shall be made to the account included in the list referred to in Article 96b of that Act. If the Supplier does not have such an account or if such an account is inactive in the above-mentioned list, VLP shall have the right to withhold payment of the Supplier's remuneration until the account is disclosed in that list (without the Supplier being entitled to charge interest).
- 4.7 VLP shall have the right to set off its claims against the Supplier against the Supplier's claims against VLP (in particular with regard to the Supplier's remuneration). The Supplier is not entitled to set off its claims against VLP against VLP's claims without the prior written consent of VLP, under pain of nullity.

## **5. COMPLAINTS AND WARRANTY**

- 5.1 The following provisions shall apply to complaints against VLP:
  - 5.1.1 complaints may be submitted in writing or in electronic form;
  - 5.1.2 the complaint shall include a description of the defect, photographic documentation and the Order or Contract number;
  - 5.1.3 The Supplier is obliged to respond to the complaint within 5 Business Days of its receipt. Failure to respond within this period shall be understood as acceptance of the validity of the complaint.
  - 5.1.4 VLP has the right to submit a complaint:
    - (a) in the case of mechanical damage, deformation or other visible damage - within 30 days of the date of delivery of the Purchase Item;
    - (b) in the case of other defects, such as material cracks, chemical composition non-compliance or other defects that only become apparent after a certain period of time - within 30 days of their detection.
- 5.2 The Supplier guarantees that the Purchase Item meets the terms of the Agreement, including the terms specified in section 3.1. of the GTC, in particular, the Supplier guarantees that the Purchase Item will remain free from defects for the duration of the warranty period.
- 5.3 The warranty is provided as part of the remuneration specified in the Agreement, and the Supplier is not entitled to any additional remuneration for the performance of warranty services. In particular, the Supplier shall bear all costs of repair or replacement of the Purchase Item, including transport, labour, removal of defective parts, etc.

- 5.4 The warranty is granted without territorial restrictions, i.e. it covers the territory of the Republic of Poland and the entire world.
- 5.5 For the avoidance of doubt, it is assumed that VLP is entitled to warranty claims even after the expiry of the warranty period, provided that they were reported before the expiry of the warranty period.
- 5.6 The warranty is granted for a period of 3 years from the delivery or performance of the Subject of Purchase, unless the Parties have agreed otherwise in the Agreement.
- 5.7 If any element of the Purchase Item proves to be inconsistent with the Supplier's assurances, including if it has defects or is not consistent in any respect with the requirements of the Agreement, VLP may, at its discretion, within the time limit specified by VLP:
- 5.7.1 demand repair of the Purchase Item;
  - 5.7.2 demand replacement of the Purchase Item with one free from defects;
  - 5.7.3 demand a reduction in the price of the Purchase Item;
  - 5.7.4 withdraw from the Agreement in whole or in part, at VLP's discretion, and demand a refund of all or part of the remuneration paid, as appropriate;
  - 5.7.5 repair the Purchase Item itself or with the help of a third party, at the Supplier's expense and risk, in particular, but not exclusively, if the Supplier fails to comply with the request to repair the Purchase Item or replace the Purchase Item with one free from defects within the specified time limit.
- 5.8 For the avoidance of doubt, VLP may, at its discretion, exercise one or more of the rights specified in section 5.7 of the GTC simultaneously or successively, taking into account, in particular, the Supplier's performance of its warranty obligations to date.
- 5.9 Without prejudice to the other provisions of the GTC, including those relating to the warranty, if, during the warranty period, a defect occurs in at least 20% of the goods delivered under the Contract or Order, the Parties shall consider this to be a serial defect ("**Serial Defect**"). In the event of a Serial Defect, the Supplier shall be obliged to remove the defect in all goods delivered under the Agreement, regardless of whether the defect has already manifested itself in them. The recurrence of a Serial Defect shall constitute a failure to effectively remove it. The methods for effectively removing a Serial Defect are as follows:
- 5.9.1 Replacement of goods or their components with new ones with a modified design, different parameters or manufacturing technology,
  - 5.9.2 Replacement of the goods or their components with new ones from another manufacturer,
  - 5.9.3 Modifying the design of the goods or their components and implementing this modification.
- 5.10 The rights under the warranty shall be exercised by VLP or entities designated by it.
- 5.11 VLP may exercise its rights arising from the non-compliance of the Subject of Purchase with the Agreement, regardless of the rights arising from the warranty. The exercise of rights under the warranty does not affect the Supplier's liability for the non-compliance of the Subject of Purchase with the Agreement. In case of doubt, the warranty rights of VLP shall be interpreted broadly.

- 5.12 If, in performing its warranty obligations, the Supplier has delivered to VLP, in place of the defective Purchase Item, a Purchase Item free of defects or has performed any repair of the Purchase Item, the warranty period shall recommence for such delivered Purchase Item (or part thereof) free of defects or such repaired Purchase Item (or part thereof) from the moment of delivery of the Purchase Item free of defects or return of the repaired Purchase Item. The same rule applies if the repair is carried out by VLP itself or with the help of a third party.
- 5.13 The legal remedies available to VLP under the GTC and the Agreement are cumulative and do not exclude the exercise of other rights and legal remedies available to VLP under generally applicable law.

## **6. LIABILITY**

- 6.1 The Supplier shall be fully liable to VLP in connection with the Agreement, including for indirect damages (e.g. production downtime related to the Supplier's improper performance of the Agreement). For the avoidance of doubt, the Supplier shall also be fully liable for damages incurred by VLP's customers and other contractors to the extent that the Supplier, through its actions or omissions, contributed to the occurrence of the damage or increased its extent.
- 6.2 The Supplier shall also be liable under the terms and conditions set out in these GTC for damage caused to VLP's affiliated entities as if it had been caused by VLP.
- 6.3 The Supplier undertakes to defend VLP, its employees, associates, members of VLP's management and supervisory bodies, VLP's affiliated entities and other entities entitled to use the results of the Supplier's work against any claims made by third parties against VLP or any of the above entities in connection with or arising from the performance of the Agreement, in particular based on the allegation of:
- 6.3.1 infringement of third party intellectual property rights,
  - 6.3.2 breach of trade secrets or confidential information of third parties,
  - 6.3.3 breach of representations made by the Supplier in the GTC or the Agreement,
- and in the event of such claims being made - to release the above-mentioned entities from liability arising from these claims, to the fullest extent permitted by law.
- 6.4 In the event of a claim being made against VLP or any of the entities referred to in point 6.3 by a third party, or if there is a likelihood of such a claim being made, the Supplier undertakes, as part of the remuneration specified in the Agreement and at its own risk:
- 6.4.1 ensure that VLP and other entities entitled to use the results of the Supplier's work have the right to continue to use the elements included in the subject matter of the Agreement covered by the claim, in particular by modifying or replacing them in such a way that their use does not infringe the rights of third parties, without reducing their functionality and manner of use, or
  - 6.4.2 obtain for VLP and other entities authorised under the Agreement additional rights allowing them to use the elements included in the subject matter of the Agreement to their full extent,
- whereby the Supplier shall be obliged to obtain VLP's written consent, under pain of nullity, before taking any specific action.
- 6.5 Notwithstanding the obligations specified in section 6.4, the Supplier shall be obliged to reimburse in full all costs, penalties and damages incurred by VLP and other entities specified in section 6.3, including legal costs and public law liabilities. For the avoidance of doubt, the Parties agree that

the performance of the obligation referred to in the preceding sentence shall not constitute grounds for the Supplier to pursue any claims against VLP or the entities referred to in section 6.3.

- 6.6 All elements included in the subject matter of the Agreement, listed or delivered by the Supplier in performance of the obligations indicated above, shall be subject to all provisions of the Agreement, including the above indemnification clause.
- 6.7 In the event of a claim being made by a third party against VLP or any of the entities referred to in section 6.3, VLP shall inform the Supplier of this fact and the Supplier shall take all measures to resolve the dispute. In particular, in the event of legal action being brought against VLP or another entity entitled under the provisions of the Agreement for infringement of any third party rights or for compensation for damage, the Supplier shall join the proceedings as a defendant, and if this is not possible, shall intervene on the side of the defendant. For the avoidance of doubt, the Supplier shall not be entitled to independently conclude a settlement imposing any obligations on VLP or any of the entities referred to in section 6.3 without the prior written consent of VLP, under pain of nullity.
- 6.8 Any limitations of liability provided for in the Agreement shall not apply to the Supplier's obligations under the above provisions, except where the damage resulted from intentional action on the part of VLP.
- 6.9 The above provisions shall not exclude or limit any further obligations of the Supplier arising from generally applicable laws.
- 6.10 VLP shall be liable for non-performance or improper performance of the Agreement in the event of intentional action on the part of VLP. VLP shall not be liable to the Supplier for lost profits.
- 6.11 The total aggregate liability of VLP for damages caused to the Supplier in connection with non-performance or improper performance of the Agreement shall be limited to the value of the remuneration due to the Supplier for the proper performance of the Agreement.

## **7. CONTRACTUAL PENALTIES**

- 7.1 The imposition of contractual penalties stipulated in the Agreement or the GTC shall not preclude the possibility of claiming damages on general terms up to the full amount of the damage suffered by VLP in connection with the event which gave rise to the imposition of the penalty.
- 7.2 Contractual penalties are independent of each other and are due to VLP in full even if more than one penalty is charged for a single event. Penalties will be charged separately for each breach of the Agreement (e.g. breach of confidentiality, delay in performance of the Subject of Purchase, etc.).
- 7.3 Contractual penalties shall also be due in the event of withdrawal from or termination of the Agreement, regardless of the reasons for such withdrawal or termination.
- 7.4 The amounts of contractual penalties shall be payable within the time limit specified in VLP's request. The above does not exclude the possibility of deducting the penalties charged.
- 7.5 VLP may charge a contractual penalty in the event of:
  - 7.5.1 delay in the performance of the Subject of Purchase (e.g. delivery of goods, commencement of services or their performance) - in the amount of 2% of the remuneration specified in the Agreement for each commenced day of delay, but not less than PLN 100 for each day of delay;

- 7.5.2 delay in the performance of warranty services - in the amount of 2% of the remuneration specified in the Agreement for each commenced day of delay, but not less than PLN 100 for each day of delay;
- 7.5.3 occurrence of recurring defects in the Subject of Purchase, i.e. (i) occurrence of a Serial Defect or (ii) occurrence of more than two defects in the Subjects of Purchase from the Supplier in a given year of cooperation - in the amount of 5% of the remuneration specified in the Agreement for each case of a Serial Defect / third and each subsequent defect;
- 7.5.4 breach of confidentiality obligations – in the amount of PLN 50000 for each case of breach;
- 7.5.5 breach of *compliance* obligations – in the amount of PLN 50000 for each breach;
- 7.5.6 delay by the Supplier in informing VLP of any non-compliance of the Subject of Purchase with the Order or the Agreement within 3 days of becoming aware of the non-compliance – in the amount of 1% of the remuneration specified in the Agreement, but not less than PLN 100, for each day of delay;
- 7.5.7 withdrawal from the Agreement due to circumstances attributable to the Supplier (for the avoidance of doubt, the penalty is due both in the case of contractual withdrawal and on the basis of the provisions of the Act, both withdrawal with effect on the entire Agreement and partial withdrawal, if the Agreement or the provision so provides) – in the amount of 20% of the remuneration specified in the Agreement;
- 7.5.8 termination of the Agreement due to circumstances attributable to the Supplier (for the avoidance of doubt, the penalty is payable both in the case of termination under the Agreement and under the provisions of the Act, both termination with effect on the entire Agreement and partial termination, if the Agreement or the provision so provides) – in the amount of 20% of the remuneration specified in the Agreement.

## 8. CONFIDENTIALITY

- 8.1 The Parties shall disclose to the other Party such Confidential Information as is necessary for the negotiation of the Agreement or in connection with the performance of the Agreement.
- 8.2 Confidential Information shall include only information disclosed or provided by members of the Parties' authorities, their employees, representatives, advisers, consultants or agents, collectively referred to as "**Representatives**".
- 8.3 The Parties undertake and confirm that all Confidential Information provided and disclosed to them by the other Party shall be kept strictly secret and confidential, shall be used and exploited solely for the purposes related to the negotiation and performance of the Agreement, and shall not be disclosed or revealed to any third party without the express prior written consent of the other Party, under pain of nullity.
- 8.4 The obligation of confidentiality also covers all collective studies, compilations and other documents to the extent that they contain any Confidential Information or are based on Confidential Information.
- 8.5 The Parties agree that Confidential Information shall only be disclosed to those Representatives of a Party who, due to the scope of their duties, will be involved in the negotiation or performance of the Agreement and who will be expressly informed of the nature of the Confidential Information and the obligations of the Parties under the GTC.

- 8.6 The Parties agree that Confidential Information and the obligation to maintain confidentiality shall not include:
- 8.6.1 information that is generally known;
  - 8.6.2 information that was known to a Party prior to its disclosure by the other Party;
  - 8.6.3 information obtained from third parties who had the right to possess and disclose it, and information resulting from the processing of such information, provided, however, that it did not become known as a result of a breach by either Party of its obligations under the GTC or the Agreement.
- 8.7 At the request of the disclosing Party, the receiving Party shall immediately return or, at the discretion of the disclosing Party, destroy all documents containing Confidential Information and any other documents, specifications, data or information of any kind based on or related to Confidential Information. At the request of the disclosing Party, the receiving Party shall immediately certify in writing that such destruction has been completed.
- 8.8 The Parties agree that either Party may at any time request the return of any or all disclosed Confidential Information, together with the relevant media, and prohibit its further use.
- 8.9 No rights other than those expressly set forth in the GTC or the Agreement shall be granted to the Parties in connection with the disclosure of Confidential Information, and in particular, no licence shall be granted in the GTC (directly or indirectly) any licence in connection with any patent, invention, discovery, copyright or other industrial or intellectual property right owned, held, obtained or acquired by a Party.
- 8.10 The obligation regarding Confidential Information shall apply to any Confidential Information for a period of 5 years from the termination of the Agreement under which the Confidential Information was disclosed or for a period of 5 years from the termination of the negotiations of the Agreement under which the Confidential Information was disclosed (if the Agreement was not concluded).
- 8.11 For the avoidance of doubt, the provisions of this section regarding confidentiality shall apply to the cooperation of the Parties to the extent that no separate confidentiality agreement has been concluded, which, in the event of a conflict, shall take precedence over the provisions of this section.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The Supplier declares that, on the basis of the Agreement and within the scope of the remuneration specified in the Agreement, respectively:
- 9.1.1 with regard to intellectual property created in connection with the Agreement and dedicated to cooperation with VLP, it will transfer to VLP all intellectual property rights on the terms set out below, and to the extent that this cannot be done on the basis of the Agreement alone, due to the requirement to maintain the written form, the Supplier undertakes, at the request of VLP, to conclude a separate agreement (in writing) with VLP within 7 days, under which the Supplier shall transfer all the above-mentioned rights to VLP on the terms specified below;
  - 9.1.2 with regard to Intellectual Property created prior to the conclusion of the Agreement or not in connection with the Agreement, and at the same time integrated with or necessary for the use of the Subject of Purchase in accordance with the Agreement or the GTC (and Intellectual Property in relation to which no separate written agreement on the transfer of rights has yet been concluded, referred to in section 9.1.1 above) – shall ensure that it grants/will grant VLP a licence or otherwise authorise it to use all Intellectual Property provided under the Agreement on the terms and conditions set out below.

9.2 The purpose of the Agreement is to enable VLP to use the Subject of Purchase in the manner and for the purpose described in the Agreement. All statements made by the Supplier and provisions of the Agreement and the GTC shall be interpreted in accordance with the above purpose of the Agreement.

**[Intellectual Property Rights arising in connection with the Agreement]**

9.3 The Supplier transfers to VLP all present and future copyrights, related rights, industrial property rights, including the rights to obtain a patent for an invention, a utility model protection right, as well as the rights from the registration of an industrial design, the rights to each registered design and other intellectual property rights, worldwide, with respect to all Intellectual Property created in connection with the Agreement and dedicated to cooperation with VLP, upon their fixation. To the extent that the law of any country does not exclude or limit the possibility of such transfer, the Agreement is intended to transfer all intellectual property rights to VLP without limitation.

9.4 In performing the Agreement, the Supplier transfers to VLP, to the fullest extent permitted by law, the economic copyrights to Intellectual Property created in connection with the Agreement and bearing the characteristics of a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (hereinafter referred to as the "Copyright Act"), upon their fixation - created in connection with (in particular, in terms of time or place) or thanks to the contribution of VLP, and VLP shall accept the economic copyrights to the works (hereinafter: "Work") in all fields of exploitation known at the time of conclusion of the Agreement, including those indicated in Articles 50 and 74(4) of the Copyright Act, respectively, including the following fields of exploitation:

9.4.1 with regard to a Work constituting a computer program: (i) permanent or temporary reproduction of the computer program in whole or in part, by any means and in any form, including reproduction for the purpose of introducing, displaying, using, transmitting or storing the computer program, including the recording and reproduction of the computer programme by any technique, including magnetic or digital techniques, such as recording on CD, DVD, Blu-ray, flash memory device or any other storage medium; (ii) translation, adaptation, layout changes or any other changes to the computer programme; (iii) trading in the computer programme, including placing on the market, lending or renting the computer programme or a copy thereof, as well as distributing the computer programme in any other way, including its public performance, exhibiting, displaying, reproducing, and making publicly available in such a way that anyone can access it at a place and time of their choosing, as well as using fragments of the Work, including the algorithms, proper names, and IT solutions used therein;

9.4.2 with regard to a Work protected under the rules applicable to works other than computer programmes: (i) permanent or temporary recording or reproduction of the Work in whole or in part, by any means and in any form, including the recording and reproduction of the Work by any technique, including the production of copies of the Work by any technique, including printing, reprography, magnetic recording and digital techniques such as recording on CD, DVD, Blu-ray, flash memory devices or any other storage media; (ii) trading in the original or copies on which the Work has been recorded, including marketing, lending or renting the Work; (iii) distribution of the Work in a manner other than that specified in subparagraph (ii) above, including public performance, exhibition, display, reproduction, broadcasting, rebroadcasting, as well as making the Work publicly available in such a way that anyone can have access to it at a place and time of their choosing; digitisation, storage in a computer memory, making available via computer networks.

9.5 Upon transfer of the economic copyrights to the Work referred to in the previous point, the Supplier transfers to VLP the right to exercise derivative copyrights to any adaptations of the Work or its individual elements, i.e. the right to authorise the disposal and use of adaptations of the Work in the fields of exploitation indicated above, in particular:

- 9.5.1 with regard to a Work constituting a computer programme – translation, adaptation, layout changes and any other changes to the computer programme;
- 9.5.2 with regard to a Work that is a Work other than a computer programme – making changes to the Works, incorporating the Works into collective works and other works, adapting and supplementing them.
- 9.6 Along with the transfer of economic copyrights to the Works, the Supplier transfers to VLP the ownership rights to the media on which the Works are recorded.
- 9.7 The Supplier authorises VLP to exercise, on behalf of the Supplier and other creators of the Work involved in the performance of the Agreement on the part of the Supplier, all moral rights to the Works and guarantees that these rights will not be exercised personally. The authorisation also includes the right of VLP to authorise third parties to exercise moral rights on behalf of the Supplier/other creators of the Works.
- 9.8 The transfer of economic copyrights in the fields of exploitation specified above is unlimited in time and territory.

#### **[Other Intellectual Property]**

- 9.9 With regard to Intellectual Property created prior to the conclusion of the Agreement or not in connection with the Agreement, and at the same time integrated with or necessary for the use of the Subject of Purchase in accordance with the Agreement or the GTC, the Supplier, as part of the remuneration specified in the Agreement, grants VLP a non-exclusive licence to use such Intellectual Property in the scope specified in section 9.3 above. To the extent that these Intellectual Property Rights constitute Works, the licence is granted for the fields of exploitation and to the extent specified in sections 9.4-9.7 above, subject to the following provisions.
- 9.10 The licence is granted by the Supplier upon delivery of the Intellectual Property to VLP.
- 9.11 The licence is granted without territorial restrictions and covers the entire world.
- 9.12 The licence authorises VLP to grant sub-licences without restriction to third parties for the use of Intellectual Property.
- 9.13 The licence is granted for a period of 5 years, after which it is converted into an indefinite agreement.
- 9.14 After the licence is converted into an agreement for an indefinite period, the notice period for termination of this agreement is 10 years, effective at the end of the calendar year. The declaration of termination of the licence must be made in writing under pain of nullity.
- 9.15 If the licensor is a third party, the Supplier represents and warrants that the third party will comply with the above obligations.
- 9.16 The Supplier represents and warrants that the third party will not terminate the licences granted. The Supplier represents and warrants that the licence granted by the third party will contain termination rules analogous to those described above.
- 9.17 If the Supplier or a third party, despite the obligation referred to above, terminates the licence, the Supplier shall be obliged to pay VLP, at its request, all costs of providing a replacement solution enabling the intended use of the Subject of Purchase to continue.

#### **[Common provisions]**

- 9.18 The Supplier declares that the Intellectual Property transferred under the Agreement shall not have any legal defects and shall not restrict VLP in its use of such property in any way other than as expressly described in the Agreement. The Supplier shall cover all fees, costs, damages or compensation that VLP may have to pay if the above assurances prove to be untrue.
- 9.19 The Supplier undertakes and warrants that persons entitled to moral rights in the Works covered by the provisions of the Agreement shall not exercise those rights in relation to VLP or third parties acting on behalf of VLP. The Supplier undertakes and guarantees that, in relation to the Works covered by the provisions of the Agreement, the rights under Articles 56-59 of the Copyright Act will not be exercised, and that no person entitled to the Works will object to the use of the Work in the manner chosen by VLP.
- 9.20 No provision of the Agreement or the GTC shall limit VLP's rights under applicable law, including, in particular, the acquisition of certain rights by VLP in accordance with the Industrial Property Law Act of 30 June 2000.
- 9.21 The Supplier shall be obliged, at the request of VLP (both during the term of the Agreement and thereafter), to take, at VLP's expense, all actions that may be required to enable VLP or a person designated by it to apply for, obtain, exercise, enforce or defend any intellectual property rights, in any part of the world, in particular, the Supplier undertakes (i) to protect all patents, copyrights or other intellectual property rights relating to the Intellectual Property Assets, (ii) to enable VLP to obtain exclusive rights to all such Intellectual Property Assets, (iii) not to allow the Supplier to lose its rights to any of the Intellectual Property Assets, (iv) maintain the validity of legal protection certificates for intellectual property rights to any Intellectual Property Assets, including, in particular, making the necessary assignments of rights, providing VLP with all necessary written documents and preparing the documentation necessary to enforce intellectual property rights.

## **10. PERSONAL DATA**

- 10.1 For the purposes of performing the Agreement, the Parties, as independent data controllers, shall provide each other with the Personal Data of their representatives specified in the Agreement, representatives and persons designated to perform the Agreement, including the following categories of data: identification data (including name and surname, position of the representative). In connection with the performance of the Agreement, data of employees and associates not mentioned in the Agreement may also be transferred.
- 10.2 VLP fulfils its information obligation with regard to representatives and employees whose data is listed in the Agreement by means of an information clause, constituting Appendix 2 to the Terms of Reference.
- 10.3 The persons representing the Supplier confirm receipt of information regarding the processing of their Personal Data in connection with the conclusion of the Agreement. The Supplier undertakes to provide this information to employees and associates not mentioned in the Agreement, whose data will be transferred between the Parties for the purpose of performing the Agreement.

## **11. COMPLIANCE**

- 11.1 The Parties undertake to comply with the applicable compliance regulations, which the Parties understand to mean:
- 11.1.1 Anti-bribery and anti-corruption laws: including the Polish Criminal Code, the US Foreign Corrupt Practices Act of 1977 (as amended), the UK Bribery Act 2010 (as amended) and any other applicable laws, regulations and official government directives relating to anti-corruption, bribery, money laundering and countering the financing of terrorism.

- 11.1.2 Sanctions and trade control regulations: any applicable statutes, regulations, administrative decisions or guidelines adopted by any sanctions agency on or after the date of the Agreement that impose sanctions, prohibit or restrict certain activities, including direct or indirect transactions or transactions with certain countries, territories, regions, governments, projects or specially designated persons or entities; and
- 11.1.3 Human rights and anti-modern slavery legislation and international frameworks: including the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the ILO Core Labour Standards, the UK Modern Slavery Act and other similar international regulations and frameworks relating to human rights, anti-trafficking and modern slavery.
- 11.2 The Supplier is obliged to comply with all applicable laws and regulations relating to export controls, economic sanctions and imports, including those of the European Union, the United Kingdom and the United States, which are subject to change. This means that the Supplier shall not, directly or indirectly, enter into business relations with any person or entity (i) resident, incorporated or organised under the laws of any country or territory subject to economic sanctions (currently including Crimea, Cuba, Iran, North Korea and Syria) – hereinafter referred to as "Sanctioned Countries" or (ii) identified on any lists of restricted entities (including, without limitation: U.S. Treasury, Office of Foreign Assets Control's Specially Designated Nationals List; the HM Treasury Consolidated List of Financial Targets in the UK; and the European Union's Consolidated List of Sanctioned Individuals and Entities) – hereinafter referred to as the "List of Restricted Parties".
- 11.3 The Supplier warrants that it is not and will not become during the term of the Agreement: (i) a resident established or organised under the laws of a Sanctioned Country, or (ii) an entity identified on the List of Restricted Parties, nor is it a subsidiary of an entity whose parent company is one or more entities identified on that list. VLP reserves the right to request periodic written confirmation from the Supplier that it complies with its obligations under the Agreement, in particular those referred to in this section.
- 11.4 The Supplier undertakes not to directly or indirectly pay, offer, promise to pay or authorise the payment of any amounts or financial or other benefits in a manner that violates the above-mentioned anti-corruption regulations.

## **12. AUDIT**

- 12.1 VLP has the right to inspect the process of preparation of the Purchase Item by the Supplier (including the right to enter the premises where the Purchase Item is being prepared), as well as the right to inspect the warehouses where the Purchase Item is stored.
- 12.2 The Supplier shall be notified of the intention to carry out an inspection at least seven (7) days in advance. In particularly justified cases (such as obtaining information about a suspected violation of health and safety rules by the Supplier), VLP shall have the right to carry out an inspection without prior notice.
- 12.3 If VLP considers that the quality of the Purchase Item or the standard of its manufacture or storage is inadequate or inconsistent with the terms of the Agreement, the Supplier shall be obliged to immediately take all measures to remedy any deficiencies indicated by VLP. If the Supplier fails to take such measures or if, despite taking them, VLP maintains its position regarding the above-described non-compliance, VLP may, within 14 days of the expiry of the deadline for remedying the deficiencies, withdraw from the Agreement in whole or in part or terminate the Agreement with immediate effect, and this shall not give rise to any claims by the Supplier against VLP. However, VLP may seek compensation for damages incurred on its part as a result of such withdrawal or termination of the Agreement.

- 12.4 VLP may conduct compliance audits (e.g. through appropriate questionnaires) to verify the Supplier's compliance status with respect to the Agreement or GTC (*compliance*) with appropriate prior notice. The Supplier undertakes to assist VLP and its representatives in conducting compliance audits, e.g. by providing the required information and completing questionnaires.
- 12.5 All audit costs incurred by the Supplier are included in the remuneration specified in the Agreement, and the Supplier shall not be entitled to demand additional remuneration in connection with VLP's audit activities.
- 12.6 VLP also has the right to carry out the above-mentioned audit activities in relation to the Supplier's subcontractors. At the same time, the Supplier declares and guarantees that it will ensure that such activities can be carried out at the Supplier's subcontractors at any request of VLP.

### **13. TERM AND TERMINATION OF THE AGREEMENT**

- 13.1 Depending on the type of Agreement, VLP may withdraw (contractual right of withdrawal) from the Agreement in whole or in part, or terminate the Agreement in whole or in part with immediate effect in the following cases:
  - 13.1.1 Breach of material provisions of the Agreement or the GTC by the Supplier, in particular those relating to the quality, timeliness or terms of performance of the Agreement, despite a written request by VLP to remedy the breach by the Supplier within a specified period and the ineffective expiry of that period;
  - 13.1.2 Breach of the Supplier's obligations specified in the section of the GTC concerning *compliance*;
  - 13.1.3 Occurrence of circumstances that prevent the Supplier from performing the Agreement and which cannot be remedied within a reasonable period of time set by VLP;
  - 13.1.4 The Supplier ceases to settle its financial obligations on an ongoing basis;
  - 13.1.5 The Supplier's bankruptcy is refused due to insufficient assets to carry out the bankruptcy proceedings;
  - 13.1.6 The Supplier ceases to conduct its business.
- 13.2 Depending on the type of Agreement, VLP may withdraw (contractual right of withdrawal) from the Agreement in whole or in part, or terminate the Agreement in whole or in part without giving any reason, subject to a 30-day notice period (effective 30 days after the statement is made).
- 13.3 Regardless of the basis for termination or withdrawal from the Agreement, in the event of termination of the Agreement in whole or withdrawal from the Agreement in whole by VLP, if possible, VLP shall return to the Supplier all Purchase Items or other services provided by the Supplier, and the Supplier shall be obliged to return the remuneration received within 7 days of the date of receipt of VLP's statement of withdrawal from the Agreement or its termination.
- 13.4 Regardless of the basis for termination or withdrawal from the Agreement, in the event of partial termination or partial withdrawal from the Agreement by VLP:
  - 13.4.1 VLP shall retain the Purchase Items that have been collected (including rights acquired under the Agreement, such as copyrights or licences), and the Supplier shall retain the right to remuneration for the accepted Purchase Items and shall be entitled to remuneration for the accepted Purchase Items that have not been paid for (the amount of such remuneration shall be determined on the basis of the remuneration described in the Agreement, and if this is insufficient (e.g. in the case of unfinished work) – in proportion to the progress of the work;

- 13.4.2 if VLP has not acquired rights or licences to the collected Purchase Items in accordance with the rules described in the provisions of the Agreement governing intellectual property rights, VLP – as part of the remuneration due to the Supplier – shall acquire the relevant rights or licences to them on the terms described in the GTC governing intellectual property rights, upon submission of a statement of withdrawal or termination of the Agreement.
- 13.5 The Supplier's declaration of termination or withdrawal from the Agreement shall be made in writing under pain of nullity.
- 13.6 Whenever the GTC reserves for VLP the contractual right to withdraw from the Agreement for reasons for which the Supplier is responsible, VLP shall be entitled to exercise this right within 6 months from the date on which it became aware of the reason justifying withdrawal from the Agreement.
- 13.7 Each of the rights to withdraw from or terminate the Agreement contained in the GTC supplements all rights vested in VLP under generally applicable law.

#### **14. FINAL PROVISIONS**

- 14.1 The Supplier shall not be entitled to assign, transfer or encumber its rights or obligations under the Agreement without the prior written consent of VLP, given in writing under pain of nullity. VLP shall be entitled to assign, transfer or encumber its rights or obligations under the Agreement without the consent of the Supplier.
- 14.2 The Supplier may entrust the performance of the Agreement to another entity only in part. The Supplier shall be liable to VLP and VLP's Affiliates for the actions or omissions of its subcontractors as for its own actions, including in the area of *compliance*.
- 14.3 The relationship between VLP and the Supplier is solely that of independent contractors; neither the GTC nor the Agreement establish a relationship of commission, agency, power of attorney or any other similar relationship between the Parties.
- 14.4 Neither Party shall be liable for any delay or failure to perform its obligations under the Agreement or the GTC if the delay or failure is caused by an extraordinary and unforeseeable event or circumstance beyond its reasonable control, which could not have been reasonably foreseen at the time of conclusion of the Agreement (force majeure), such as a strike, blockade, war, act of terrorism, riots, natural disaster, failure or limitation of power supply, network or telecommunications services, or the enactment of a generally applicable law. In the event of force majeure lasting longer than 60 days, the Parties shall decide on the continuation of the Agreement in relation to which force majeure occurred. The Parties do not consider the ongoing armed conflict between the Russian Federation and Ukraine, which began on 24 February 2022 with the invasion of Ukrainian territory by the Russian Federation, to be a force majeure event.
- 14.5 If any provision of the GTC is found by a court or other competent authority to be unlawful, invalid or unenforceable, it shall be deemed to have been removed from the GTC, and the GTC shall remain in full force and effect in all other respects as if such provision had not originally been included in the GTC. In the event of such removal, the Parties shall negotiate in good faith to agree on the terms of a mutually acceptable and satisfactory alternative provision to replace the removed provision.
- 14.6 The Parties agree that the written form requirement is met in the case of electronic form within the meaning of the Civil Code.
- 14.7 The GTC and the Agreement shall be applied and interpreted in accordance with Polish law.

- 14.8 Any disputes or claims arising from the GTC or the Agreement shall first be settled amicably. If no agreement is reached, the competent court for the settlement of disputes shall be the Polish common court competent for the registered office of VLP.
- 14.9 The appendices form an integral part of the GTC.

# Appendix 1 to the GTC – Detailed quality, transport and delivery requirements

## 1. Quality requirements

- 1.1 All products and services delivered must comply with the technical documentation, drawings, standards (e.g. PN-EN, ISO) and requirements contained in the Order (Contract).
- 1.2 If specified in the Order or other agreement concerning the Subject of Purchase, the following should be attached to the delivered Subjects of Purchase:
  - 1.2.1 Material certificates (e.g. EN 10204 3.1 or 3.2);
  - 1.2.2 Measurement reports (CMM, manual, 3D);
  - 1.2.3 Non-destructive testing reports (VT, PT, MT, UT – if required);
  - 1.2.4 Inter-operational and final inspection cards.
- 1.3 The Supplier shall retain complete quality documentation for a period of 15 years from the date of delivery of the goods or provision of the service that is the Subject of Purchase. The documentation must identify all components (including their source of origin) that constitute or are used to manufacture the goods or provide the service, which are relevant from the point of view of their use.
- 1.4 The Supplier shall have a quality system in place (e.g. ISO 9001, ISO 3834 – for welding services). In the absence of certification, the Supplier is required to make its quality control procedures available upon each request by VLP.

## 2. Transport requirements – unloading and loading

- 2.1 Drivers of vehicles entering the VLP premises or any other location designated by VLP for unloading or loading shall comply with all health and safety rules applicable at the place of unloading/loading, in particular:
  - observe the speed limits in force on the premises of VLP or another location indicated by VLP;
  - park the vehicle in the place designated by VLP or another place indicated by VLP and park safely, without endangering pedestrians and other moving vehicles.
- 2.2 Drivers of vehicles delivering to VLP or loading at VLP or another location indicated by VLP should have valid licences to drive vehicles and/or transport the types of cargo ordered by VLP.
- 2.3 Drivers of vehicles entering the VLP premises or another location indicated by VLP should be equipped with:
  - a safety helmet,
  - safety shoes,
  - a reflective vest,
  - safety glasses,

- earplugs.

- 2.4 Vehicles entering the VLP premises or other locations designated by VLP for unloading or loading should be adapted to the types of loads ordered by VLP.
- 2.5 Drivers of vehicles loading at the VLP premises or another location designated by VLP should be present during loading and check that the load is correctly positioned and secured. Drivers are required to report any irregularities that could cause damage to the load or pose a risk during transport.
3. Requirements for the packaging of goods delivered to VLP or another location designated by VLP as the place of delivery:
  - 3.1 Delivered steel goods such as sheets, steel pipes, steel profiles and steel bars should be stacked on the vehicle using wooden spacers in accordance with the following rules:
    - 3.1.1 the height of a layer of goods up to 6 metres in length must not exceed 10 cm; the minimum height of a wooden spacer separating layers of goods is 10 cm;
    - 3.1.2 the height of a layer of goods longer than 6 metres must not exceed 5 cm; the minimum height of a wooden spacer separating layers of goods is 10 cm.
  - 3.2 Placing the entire load in a single layer without using wooden spacers may hinder or prevent safe unloading, which may result in damage to the goods or delays in delivery.
  - 3.3 Deliveries to the VLP headquarters should be made on working days, during the working hours of the VLP warehouse (unless VLP has agreed a different date with the Supplier), i.e.:
    - 3.3.1 steel warehouse (steel plates, steel tubes, steel profiles, steel bars): 6:00 a.m. – 12:00 p.m.
    - 3.3.2 deliveries of materials other than the above, including palletised goods: 6:00 a.m. – 2:00 p.m.
  - 3.4 Deliveries made to a location other than the VLP headquarters, indicated by VLP as the place of delivery, should be made in accordance with the VLP instructions specified in the Order (Contract) or subsequent guidelines.

## Appendix 2 to the Terms of Reference – Information on the processing of personal data

**Data controller:** The personal data controller is VLASSENROOT POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Gliwice at ul. Bojkowska 59, 44-100 Gliwice, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number: 0000262487, NIP: 6762329428 and REGON: 120294477 ("**Administrator**").

GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**Source of data:** Personal data is provided in connection with the conclusion and performance of a contract concerning the Subject of Purchase with the Administrator.

**Categories of data subjects** Contractors, their representatives, persons performing the contract and contact persons.

**Categories of data:** Personal data referred to in the relevant legal provisions, necessary for registration and delivery of invoices (e.g. name of the entrepreneur, number in the register of entrepreneurs, address); personal data necessary for maintaining business relations (first name, surname, telephone number, e-mail address, job title).

**Purpose and legal basis for processing:** **The controller will process the personal data of contractors who are natural persons for the following purposes:**

(1) performance of a contract between the contractor and the Administrator or taking action at the contractor's request prior to entering into a contract (Article 6(1)(b) of the GDPR).

(2) taking actions related to the contract (document archiving, internal statistics); Article 6(1)(f) of the GDPR (the so-called legitimate interest of the Administrator, which is to maintain the appropriate quality of services and to take care of maintaining business relations).

(3) fulfilling the legal obligations incumbent on the Controller, resulting in particular from tax, accounting and anti-money laundering regulations (Article 6(1)(c) of the GDPR and, for example, Article 74(2) of the Accounting Act of 29 September 1994).

(4) for the purpose of identifying, pursuing or defending claims arising from a contract with the Controller, which constitutes the Controller's legitimate interest (Article 6(1)(f) of the GDPR).

(5) conducting marketing activities, including personalised marketing content relating to the Controller and its products, which is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR).

(6) for the purposes indicated each time in the consent statement, if the processing is based on consent (Article 6(1)(a) of the GDPR).

**The Administrator will process the personal data of the contractor's representatives, persons performing the contract and contact persons for the following purposes:**

(1) maintaining business contacts, which is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR).

(2) to carry out activities related to the contract, e.g. document archiving, internal statistics (Article 6(1)(f) of the GDPR - on the basis of the legitimate interest pursued by the Controller, i.e. maintaining the proper quality of services and ensuring the maintenance of business relations).

(3) to fulfil the legal obligations incumbent on the Controller, resulting in particular from tax and accounting law and anti-money laundering regulations (Article 6(1)(c) of the GDPR and, for example, Article 74(2) of the Accounting Act of 29 September 1994).

(4) for the purpose of identifying, pursuing or defending claims arising from a contract with the Controller, which constitutes the Controller's legitimate interest (Article 6(1)(f) of the GDPR).

(5) conducting marketing activities, including personalised marketing content relating to the Controller and its products, which is the legitimate interest of the Controller (Article 6(1)(f) of the GDPR).

(6) for the purposes indicated each time in the consent statement, if the processing is based on consent (Article 6(1)(a) of the GDPR).

**Categories of recipients:** Personal data may be made available to persons or entities providing specific services to the Controller (accounting, legal, marketing, courier, translation, IT services) - to the extent necessary to provide these services.

**Transfer of data outside the European Economic Area:** Where appropriate, personal data may be transferred outside the European Economic Area (e.g. in the case of cooperation with entities outside the EEA). In such cases, personal data is transferred on the basis of standard contractual clauses approved by the European Commission or on the basis of a decision of the European Commission confirming an adequate level of protection in a given country, e.g. on the basis of the EU-US Data Protection Framework.

**Retention period:** (1) Personal data will be processed for the period required by law (e.g. for accounting and/or tax purposes related to the contract - no longer than 5 years from the end of the calendar year in which the tax obligation arose) or until the expiry of the limitation period for any claims, whichever occurs later. Personal data processed for contact purposes will be processed for the duration of the business relationship.

(2) Subject to the above point, data processed for marketing purposes will be processed accordingly: until an objection to direct marketing is raised or

consent to receive commercial and marketing information by means of electronic communication or telecommunications equipment is withdrawn.

**Your rights in relation to the processing of your personal data:**

You have the right, where applicable, to:

- request access to your personal data, rectification, erasure or restriction of processing. If your personal data is processed in an automated manner on the basis of your consent or a contract, you also have the right to transfer your personal data.
- withdraw your consent at any time if the data was processed on the basis of that consent. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.
- object to the processing of personal data when the data is processed on the basis of the Controller's legitimate interest.

You also have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, your place of work or the place of the alleged infringement, if you consider that the processing of your personal data infringes the GDPR. In Poland, the supervisory authority is the President of the Personal Data Protection Office (PUODO).

**Decisions based solely on automated processing/profiling:**

The controller does not make decisions based solely on automated processing, including profiling (within the scope of the data processing purposes described above).

**Voluntary/mandatory nature of providing personal data:**

Providing personal data is voluntary, but necessary for the conclusion and performance of a contract with the Controller. Providing certain data may be mandatory under applicable law.

**Contact details**

**Controller:**

VLASSENROOT POLSKA sp. z o.o.  
ul. Bojkowska 59, 44-100 Gliwice  
email: [secretariat@vlassenroot.pl](mailto:secretariat@vlassenroot.pl)