



# **General Terms and Conditions of Purchase of AIGO-TEC Spółka z o.o. in Nekla**

## **I. General Provisions**

1. The general terms and conditions of the purchase of AIGO-TEC Spółka z o.o. in Nekla (hereinafter referred to as "Terms and Conditions") shall apply to any and all supplies and services which the Supplier and Service Provider (hereinafter referred to as "Supplier") may deliver and/or perform for AIGO-TEC Sp. z o.o. in Nekla (hereinafter referred to as ATP).
2. The Terms and Conditions shall prevail over the Supplier's own general terms and conditions of sale.
3. The Terms and Conditions shall apply to all business contacts between ATP and the Supplier even if future documents should not explicitly refer to them anymore.
4. The Terms and Conditions shall apply to any contract, agreement or legal relationship (hereinafter collectively referred to as the agreement), unless expressly waived by a written document made between ATP and the Supplier.
5. Agreements, orders, delivery schedules and other arrangements concerning mutual cooperation must be made in writing in order to be valid. Any amendments and additions thereto shall only become effective if expressly confirmed by both parties in writing. In the absence of contractual provisions to the contrary, e-mail correspondence sent to the addresses and signed by the persons indicated by the parties in the written document shall be deemed equivalent to written correspondence.

## **II. Orders**

1. Supplier shall not sub-contract a delivery unless it has obtained a written approval of ATP.
2. Unless the Supplier's offers expressly state a period of validity, they shall remain valid for a period of one month following the offer submission date. The offer shall be accepted on the day when ATP confirmed its receipt in writing.

## **III. Prices and Payments**

1. The price indicated in the order shall be binding and shall include the delivery, including transport, packing, customs formalities and charges as well as all other costs - to the specified delivery address. Changes in the price resulting from subsequent objective increases of costs and other objective increases of prices shall be excluded unless ATP gives a written and specific consent to a part or whole of the increase.

2. After delivery, the Supplier must submit invoices in the appropriate form, particularly indicating the order number, article number, quantity delivered, order item and delivery address. If one or more of these items are missing and this has delayed the processing of the invoice on the part of ATP, the payment periods will be extended by the period of the delay and at least by the period from the delivery of correct documents, the payment period being counted all over again.
3. ATP reserves the right to clear, net and/or set off amounts and/or withhold payments.

#### **IV. Packing and Delivery**

1. Any and all deliveries to the address of AIGO-TEC Sp. z o.o. shall be free of charge. In any and all cases where the Orders submitted by ATP contain article numbers, order no or another designation, the Supplier shall provide such numbers in any and all correspondence and in all documents concerning the delivery.
2. Delivery times mentioned in the Orders shall be binding. The Supplier shall assume any and all liability with respect to the sourcing of outside services and supplies necessary to perform supplies and services even the failure to meet the delivery date occurred for reasons beyond the Supplier's control.
3. All costs resulting from late deliveries for reasons attributable to the Supplier shall be borne by the Supplier, whereby late deliveries shall also include deliveries before the agreed date and the associated storage costs borne by ATP.
4. The Supplier shall inform ATP immediately if the delivery date is possibly jeopardised.
5. In the event of a delay of delivery, ATP will be entitled to its all statutory rights, including the right to unilaterally withdraw an order without reimbursing any costs and to claim compensation instead of performance of the order after the expiry of a reasonable extension period, not longer than 14 days, unless it is not possible to extend the delivery period due to the nature of a specific delivery. In the event of delays in delivery, regardless of the rights described in the preceding sentence, ATP will also have the right to impose on the Supplier a contractual penalty in the amount of 0.5% for every commenced week of the delay, up to a maximum level of 20% of the individual order value, which does not exclude the ATP's right to claim compensation exceeding the reserved penalty.
6. Shipments must be packed in such a way that damages during transport are prevented Reusable packaging is to be taken back and collected by the Supplier free of any freight charges If the purchase price is based on the weight of the goods, the weight of the packaging (tare weight) will be deducted The Supplier will be responsible for the risk of accidental damage and loss of the subject of delivery caused by improper packaging.

7. In the case of arrears of payment, the Supplier may charge ATP with statutory interest on arrears.

## **V. Transfer of Risk**

Even if specific shipping has been agreed, the risk will only be transferred to ATP when the goods are collected by ATP at the agreed place of delivery

Upon delivery, the goods shall become the property of ATP.

## **VI. Payments**

Unless otherwise agreed, the payment of the purchase price shall be made within 30 working days upon collection of a delivery which is not disputed in any respect and upon receipt of an invoice complying with the conditions set out in Part III, clause 2 of the Conditions. If a part of the delivery is questioned, payment corresponding to that part shall be withheld until the deficiencies have been remedied, unless the partial delivery is of no significance to ATP. Then ATP may withdraw the entire order and the provisions of part IV, clause 5 shall apply, without the need to set a deadline.

## **VII. Protection of Ownership and Tools**

1. ATP reserves the right of ownership and/or copyrights to the orders and all drawings, illustrations, calculations, descriptions and other documentation provided by ATP. Without express consent, the Supplier will not have the right to make these available to third parties or to make use of or copy them either on its own or through third parties. The Supplier must return such documentation in whole when it is no longer necessary for the Supplier to conduct normal business operations or if negotiations do not lead to the conclusion of an agreement. In such an event, all copies made by the Supplier must be destroyed, with the exception of any information which must be retained for a specific period of time in accordance with statutory regulations and of data saved for the usual backup purposes.
2. ATP shall acquire, at the time of handover of and as part of the contractual remuneration, the proprietary copyrights to all documentation relating to the delivery, that is, particularly the right to reproduce, make available and develop such documentation in any form and to any extent, as well as the right to further circulate such documentation.
3. All tools, equipment and moulds/samples which ATP has made available to the Supplier or which have been produced for purposes of fulfilling the orders submitted by ATP and have been invoiced by the Supplier will remain or become the property of ATP. The Supplier must make such goods identifiable as the property of ATP, look after them carefully, protect them

against damages of all kinds and use them only for the purposes of the agreement. The Supplier must inform ATP without delay about any damages other than minor damages to these objects. When required by ATP to do so, the Supplier will return these objects undamaged provided that they are no longer required for the fulfilment of agreements concluded with ATP unless ATP claims these objects back without repair and claims payment of compensation.

4. The costs of tools which have been agreed as necessary for the manufacturing of the goods referred to in the agreement will be paid by ATP only after the initial samples have been taken over (approved) in writing. The tools shall become the property of ATP and may only be used for the agreed purposes. After the tools have been manufactured, the Supplier will deliver relevant drawings to ATP without being separately called to deliver them. The delivery of drawings and other documentation, if any, is one of the conditions for the payment of remuneration to the Supplier.

## **VIII. Claims for Defects**

1. ATP hereby undertakes to check merchandise only for obvious (visible) quality defects and quantitative shortages within a reasonable period of time, however, at the latest at the time when used for production. However, any such checks shall be limited to accessible levels. Complaints shall be deemed to be correct and submitted on time if they have been presented within ten work days after the delivery. Claims relating to any material defects which are not externally visible will be regarded as having been made in proper time if they are reported to the Supplier within 10 working days after being discovered.
2. Supplier shall warrant and guarantee that any and all supplies conform to the state of the art, fulfil any and all pertinent legal requirements as well as regulations and standards issued by authorities, professional associations etc., particularly in the country of incorporation of ATP and the country of delivery.
3. The Supplier shall guarantee that any and all products and packaging materials are environmentally friendly and shall assume corresponding liabilities as applicable, in particular for infringements of environmental legislation and possible penalties and charges imposed on ATP. Furthermore, the Supplier shall be liable for any and all follow-up damages caused by non-compliance with waste management obligations.
4. ATP shall be entitled to exercise any and all rights to make claims for defects as defined in the act. Limitation periods shall be the ones defined by law.
5. If the Supplier, in response to a claim for material defects, repairs goods, the period of limitation on claims will be resumed again from the moment at which the Supplier has entirely fulfilled its original obligation.
6. If any defects in the goods supplied lead to expenditures such as transport, labour or material costs, the Supplier will bear such costs.

7. If a material defect becomes apparent within six months after the transfer of risk, the Parties shall assume that such defect already existed at the moment of the risk transfer unless such assumption disagrees with the nature of the defect and/or the goods.

## **IX. Recourse Claims**

1. In every event where ATP should be obliged to take back the goods it produced and/or sold or to reduce the price or to repair damages due to defective products supplied by Supplier, ATP shall reserve the right to seek recourse against the Supplier and to transfer to the Supplier the liability for claims submitted by customers of third parties (including the legal assistance costs related to the claims); in any such cases the Supplier shall be liable even for those amounts which ATP shall be obliged to pay to its customers, e.g. claims for the refund transport, labour and/or material costs.
2. In any and all cases described in clause 1, limitation periods shall commence no earlier than two months after the moment ATP fulfils all claims brought by third parties.

## **X. Product Liability**

1. In any and all cases where the Supplier is liable for a product defect, the Supplier shall be obliged to indemnify ATP and hold ATP harmless against any and all possible claims brought by third parties.
2. Furthermore, the Supplier shall be obliged to compensate ATP for the expenses that may occur in connection with possible claims brought by customers and third parties.
3. The Supplier shall take out product liability insurance in a reasonable value and coverage; however, the value being not lower than the total value of the contract and no further damage claims shall be affected by this. With a view to the coverage period and the validity period, such insurance protection shall be adapted to the Polish liability limits according to the Polish product liability law. Upon the request of ATP, the Supplier will send a copy of a valid certificate of insurance, together with proof that the insurance policy has been paid, failing which the order will be withdrawn in accordance with the rules defined in part IV, clause 5, without prior notice.

## **XI. Quality and Property Rights**

1. The Supplier shall guarantee and assume liability for ensuring that any and all supplies conform to generally accepted engineering standards, safety regulations and other regulations as well as legal provisions, technical standards as well as regulations, technical rules and applicable EU directives (e.g. machinery directive, low voltage directive, EMC directive), technical data agreed on by the Parties (including DIN standards and/or EU standards) as well as any other mutually agreed and guaranteed characteristics, properties etc. Any and all modifications of the subject of the delivery shall ATP's prior written consent. Other documents applicable in this context: VDA banned list and list of declarable substances.

Furthermore, the Supplier shall ensure that the goods and services supplied comply with the applicable statutory and executive regulations relating to environmental protection, electrical equipment, electromagnetism etc. as well as safety that apply in the country of manufacture and sale.

2. ATP shall be entitled to make sure and conduct an on-site check to see that the Supplier's quality management systems are effective.
3. The Supplier shall be obliged to constantly check on the quality of its goods. By doing so, the Supplier will document when and how delivery items have been checked as well as the outcome of such checks. The quality inspection records shall be stored for ten years and shall be immediately presented to ATP upon the first request.
4. The Supplier shall warrant that the products supplied do not infringe the protected rights of third parties. The Supplier shall undertake to indemnify ATP against any claims which third parties may bring against ATP on the grounds of an infringement of industrial property rights and to compensate ATP in full for all actions and expenditures related to such claims. This obligation will not apply if the Supplier can prove that it was not responsible for the infringement or – provided that due commercial care has been taken – could not have been aware of it at the time of delivery. This shall be without prejudice to any further statutory rights on the part of ATP.
5. Supply chain security: The Supplier shall warrant that all goods which are produced, stored, transported and delivered to ATP and accepted by ATP are produced, stored, processed and shipped in secure production facilities and points of distribution and are protected against unauthorised access during production, storage, processing, loading and transport. The Supplier shall also warrant that such production, storage, processing, loading, transport, and delivery are carried out by reliable personnel and that the data of such personnel have been checked based on the current EU lists of prohibited persons and organisations. Furthermore, the Supplier shall warrant that all affiliated business entities operating on its behalf have also been instructed to undertake necessary measures to ensure security of the above supply chain. The Supplier shall give its consent for its data to be verified against current EU lists of prohibited persons and organisations.

## **XII. Confidentiality**

1. The Supplier shall be obliged to treat as a trade secret any and all information that is not the common commercial and commonly available technical information and which may be disclosed to it in course of these business relations. The Supplier will impose the same obligation on its sub-suppliers. ATP shall reserve the right to claim damages in any and all cases where this confidentiality obligation has been breached.
2. Drawings, models, templates, stencils, patterns etc. may not be left with unauthorised third parties. Reproducing, duplicating, copying etc. shall be permissible only within the frameworks of respective operational requirements and/or copyrights.

3. ATP shall have the right to inform in any way available that the products and services of ATP are compatible with the products and/or services of the Supplier.

### **XIII. Terms and Conditions of Purchase of Technical Equipment and Machinery**

1. Every Supplier of the technical equipment and machinery must ensure that such equipment does not consume more energy than it is absolutely necessary to operate it in accordance with the intended purpose. Most energy efficient drive systems and motors (in accordance with IEC 60034-30-1) jointly with other active components should be employed in the production of machinery and equipment. The total energy demand of any such equipment shall not exceed that of comparable equipment of a similar type and size and/or performance.
2. The rated power of any such equipment shall be specified so as to make it suitable for its intended use but not unnecessarily oversized.
3. Any Supplier of the technical machinery and equipment must inform ATP about the method of operation, necessary maintenance and repairs as well as inspections which are required to ensure trouble-free operation of the plant and machinery in accordance with their intended purpose and it must provide necessary documentation, e.g. operation manuals and maintenance instructions.

### **XIV. Terms and Conditions of Architectural and Engineering Services**

1. Any Supplier of architectural and engineering services shall undertake to employ only electrical equipment which has been tested in accordance with applicable regulations and standards. Such equipment will be operated at the Supplier's risk.
2. No Supplier of architectural and engineering services may change the requirements of ATP in terms of energy supplies, heating, ventilation and air conditioning. If this is necessary for the works to be performed, our written approval must be obtained first.
3. If the Supplier makes a delivery at the premises of ATP, it shall be obliged to comply with the applicable rules and procedures, including those relating to the use of the building, and it shall perform its activities with the doors and windows closed, and whenever it is necessary to open windows or open doors for purposes other than moving, it shall have it approved by ATP.

### **XV. REACH**

1. The Supplier must comply with its information disclosure obligation according to Regulation 1907/2006 (REACH) because ATP is a downstream user and it is dependent within the entire supply chain on information coming from its suppliers. In particular, the Supplier must ensure that it does not supply products ingredients of which are on the so-called SVHC list without notifying ATP of this with each delivery. The list of substances on the SVHC list is accessible at [http://echa.europa.eu/chem\\_data/authorisation\\_process/candidate\\_list\\_table\\_en.asp](http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp). After the ECHA has updated this list, the Supplier must ensure that its products are immediately checked. If such ingredients have been used, the Supplier must provide for a substitution of these substances in consultation with ATP.

2. If an article delivered to us contains an SVHC substance, this must be indicated with each delivery with the following article-specific data:
  - item number and nominal value
  - chemical name and CAS number of the substance on the SVHC list
  - concentration (percent by weight) of the SVHC substance
3. Whenever the Supplier does not indicate the presence of an SVHC substance, ATP shall assume that products so delivered do not contain any SVHC substances.
4. All claims brought by third parties which are lawfully asserted against ATP due to their non-compliance with these legal regulations will be transferred to the Supplier and the Supplier shall be obliged to accept them and bear all costs related to them.

## **XVI. Conflict Minerals**

The Supplier shall undertake to notify ATP about the use of so-called "conflict minerals" (tin, gold, tantalum, tungsten) in its supply chain and to take appropriate measures to ensure that the materials and components supplied to ATP do not contain conflict minerals as defined in Section 1502 of the United States Dodd-Frank Act.

## **XVII. Miscellaneous**

1. Nekla 62-330, ul. Gnieźnieńska 6 (Polska) shall be place of delivery unless otherwise agreed between the Parties. The court of jurisdiction authorised to settle all disputes which may arise between ATP and the Supplier, including the disputes arising after the end of the collaboration or if it is not established, shall be the Polish court having jurisdiction over Nekla and the applicable law shall be Polish law in its entirety, which is also applicable to all legal relationships between ATP and the Supplier unless otherwise agreed between the Parties. Irrespective of the aforementioned, ATP shall have the right to sue the Supplier at any other legally admissible court of law.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the legal relations between ATP and the Supplier nor shall any other international sale-of-goods laws that may be inconsistent with the agreement between the Parties. The language of each contract shall be Polish for Polish suppliers or English for suppliers operating beyond the territory of Poland.
3. The Supplier will not have the right to transfer to a third party its claims relating to the agreement with ATP.
4. If the Supplier widely carries out construction, installation, maintenance and/or other works on the premises of ATP within the framework of the Supplier's contractual obligations, the

Supplier shall comply with the OSH regulations as well as fire prevention regulations for external service providers which are also accessible at [www.aigo-tec.com](http://www.aigo-tec.com). Any and all such aforementioned OSH and fire prevention regulations shall be considered to be a part of the agreement.

5. In case when any of the stipulations contained in the Terms and Conditions becomes invalid, all other clauses and stipulations shall remain unaffected. In such case, the Parties agree and undertake to replace any such invalid stipulation with another stipulation that comes as close as possible to the economic effect of the invalidated one.
6. Sustainable development: any and all guidelines concerning the sustainable development that may be published on our website from time to time shall be binding for all Suppliers and shall be considered to be a part of the agreement in accordance with the rules defined in clause 8 below. The sustainable development guidelines, published on the website of ATP, will be binding for all Suppliers and shall become a part of the agreement.
7. The Supplier shall be obliged to submit a long-term Supplier declaration on the origin of the goods in accordance with the applicable law.
8. All and any amendments to the Terms and Conditions made during the term of the Parties' agreement shall become an integral part thereof without the need to terminate or annex this agreement unless the Parties expressly agree otherwise in writing.