

## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

### **TOYOTA BOSHOKU LEGNICA SP. Z O.O.**

These General Terms and Conditions of Purchase define the rules for the provision of goods and services to Toyota Boshoku Legnica sp. z o.o. with its registered office in Legnica, as well as the rights and obligations of the Parties to the Order.

#### **1. Entities, definitions**

1.1. Capitalized terms used herein have the meanings set forth as follows:

- 1.1.1. GTC – these General Terms and Conditions of Purchase with attachments and subsequent amendments;
- 1.1.2. Buyer – Toyota Boshoku Legnica sp. z o.o. with its registered office in Legnica, Jaworzyńska 291A, 59-220 Legnica, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register under KRS number: 0000176003, NIP: 1010000143, share capital PLN 8 280 000;
- 1.1.3. Seller – each of the Buyer's contractors;
- 1.1.4. Employee(s) – employees of the Buyer;
- 1.1.5. Goods - all materials and services purchased by Toyota Boshoku Legnica sp. z o.o.
- 1.1.6. Order – a document prepared by the Buyer and confirmed by the Seller, constituting the content of the agreement between the Buyer and the Seller together with the attachments and the GTC;
- 1.1.7. Force Majeure – sudden, violent events that cannot be predicted under normal circumstances, resulting from the action of forces of nature, war or a similar event, which are beyond the control of a given party or have not caused them;

1.2. These GTC regulate all legal relations related to the acquisition of goods and services by the Buyer from external contractors – the Sellers; constitute an integral part of any sales agreement concluded by the Buyer.

#### **2. Purpose and scope of the agreement**

- 2.1. Each of the activities, i.e. the commencement of design, production, shipment, invoicing or delivery of the Goods, requires the approval of the Order by the Buyer in accordance with these GTC.
- 2.2. The Parties agree that the provisions of any model contracts used by the Seller (in particular, the general terms and conditions of contracts, model contracts, regulations or documents

incorporated by reference to the valuation, offer or other document of the Seller, unless expressly confirmed by the Buyer) shall not apply to the cooperation between the Parties. The above shall also apply in a situation where the Buyer is delivered a model contract of the Seller and the Buyer does not expressly declare that it refuses to consent to the use of such model contract. The terms and conditions of sale established by the Seller contained in any written form, request for proposal, tender offer, shipping receipt or other document shall not apply.

- 2.3. Each agreement concluded with the Seller includes, in accordance with priority:
  - 2.3.1. any special conditions included in the Order or conditions to which the Order refers;
  - 2.3.2. these GTC;
  - 2.3.3. technical data included in the Order or in attachments to the order.

### **3. Order**

- 3.1. The Buyer shall place Orders in written, electronic or documentary form. The Seller has three business days to accept, propose modifications, or reject the Order. Lack of response from the Seller within the above deadline means that the Order has been accepted in its entirety without any modifications. If the Seller commences the performance of its duties in accordance with a given Order, such Order shall be deemed to have been accepted unconditionally.
- 3.2. The Order is concluded for a definite period of time, starting from the date specified in the Order. The Order lasts until the delivery of the Goods under the Order is completely completed, with the proviso that the end of the Order period does not affect the performance of those obligations of the Seller that are of an indefinite nature or whose term is longer than the term of the Order. In particular, the end of the term of the Order will not affect the provisions of Section 11 on warranty or Section 13 on confidentiality.

### **4. Inspections and testing**

- 4.1. The Buyer and any interested third party authorized by the Buyer have the right to inspect or test the Goods at any reasonable time.
- 4.2. Seller is responsible for providing any factory production and supply control plans that Buyer may reasonably require. The Buyer is obliged to notify the Seller in writing about the tests carried out at least 5 working days in advance. The Buyer and the interested party authorized by the Buyer have the right to participate in the tests. Seller is responsible for providing any test certificates that Buyer may reasonably require.
- 4.3. Conducting inspections and tests in accordance with this provision does not relieve Seller of liability or is not equivalent to Buyer's acceptance of the goods and services.

## **5. Ownership and risk**

- 5.1. Ownership of the Goods passes to the Buyer at the time of delivery. Ownership shall pass to the Buyer prior to delivery of the Goods if the Seller has received not less than 51% of the agreed price for the Goods.
- 5.2. The risk related to the conformity of the Goods delivered in accordance with the contract shall be transferred to the Buyer at the time of the protocol check of the delivered Goods, but no later than within 60 days from the date of their delivery.
- 5.3. Goods belonging to or supplied by Buyer that are in the possession of Seller for any purpose must be clearly marked and registered by Seller as belonging to Buyer and the risk associated with possession of Buyer's Goods shall be borne by Seller.

## **6. Date of delivery of the Goods**

- 6.1. The Order shall specify the date of delivery of the Goods, the date of completion of the works or the performance of services or, in the case of regular services, the term of the contract and the method of making cyclical deliveries.
- 6.2. If an on-site acceptance test ("SAT") is agreed, the delivery date for the Goods is the successful completion of the SAT.
- 6.3. Buyer has the right, by sending the Seller a revised delivery schedule or otherwise, to postpone the delivery date of the Goods or any batch thereof in the event of Force Majeure, including, for the avoidance of doubt, a reduction in the number of orders from Buyer's customers for reasons beyond Buyer's control. In other cases, the deadlines set out in the Order apply.
- 6.4. The Seller is obliged to immediately inform the Buyer of any delays in the delivery of goods or the performance of services in relation to the agreed deadlines.
- 6.5. If the Seller fails to deliver all or a batch of the Goods or fails to perform the services within the agreed deadline or fails to replace the rejected goods or does not improve the quality of the services within the time specified in the GTC or in the Order, the Buyer may, without prejudice to other rights, withdraw from the Order or part thereof and order the Goods from another supplier, charging the Seller with the costs of expenses and losses incurred by the Buyer in this regard.
- 6.6. Any additional shipping and other charges, any expenses or charges related to ensuring the availability of the Goods that would otherwise have been delivered after the agreed date shall be borne by the Seller. The Seller is entitled to obtain compensation from the Buyer if the above-mentioned costs were incurred due to the fault of the Buyer.
- 6.7. In the event of a delay in the delivery of goods or services, the Buyer has the right to charge the Seller a contractual penalty in the amount corresponding to 0.5% of the value of the ordered

goods or services for each day of delay not exceeding 15%. In the case of recurring services, the value of the ordered services is calculated for the entire period of cooperation not longer than one year.

- 6.8. If the value of the damage exceeds the value of the contractual penalty, the Buyer may seek compensation in the part exceeding the penalty on general terms.

## **7. Compatibility**

- 7.1. The goods must meet the requirements contained in the Order and be useful for the intended purpose. The goods must be made in accordance with good engineering practices and all applicable standards and regulations. The goods must be delivered complete with all necessary instructions, warnings and other data necessary for safe and proper storage, assembly, handling, use and maintenance. Goods that do not meet the above requirements will be considered defective.
- 7.2. The goods must meet the Polish Standards and be approved for marketing in the territory of the Republic of Poland in accordance with mandatory legal provisions, including in particular Regulation (EC) No 765/2008 of the European Parliament and of the Council of 9 July 2008 laying down requirements in the field of accreditation and market surveillance relating to the conditions for placing products on the market and repealing the Regulation (CE certificate).
- 7.3. The machines supplied to the Buyer must comply with the following regulations:
  - 7.3.1. Machinery Directive 2006/42/EC;
  - 7.3.2. Directive 2009/127/EC;
  - 7.3.3. Low Voltage Directive LVD 2006/95/EC;
  - 7.3.4. Directive 2014/35/EU;
  - 7.3.5. EMC Directive 2004/108/EC (electromagnetic compatibility);
  - 7.3.6. Directive 2014/30/EU;
  - 7.3.7. Polish regulations that introduce the above Directives into the Polish legal system;
  - 7.3.8. any regulations that modify or replace the above-mentioned provisions in the EU and the Republic of Poland.
- 7.4. In the case of the sale of goods by a Seller from outside the EU, the Seller is responsible for compliance with the phytosanitary conditions of the goods and their packaging required by international law for the sale of goods from non-EU countries (International Plant Protection Convention IPPC, International Standards for Phytosanitary Products).
- 7.5. Seller will fully comply with applicable trade restrictions, including but not limited to applicable embargoes, dual-use laws, and regulations on raw materials from conflict areas. The Seller guarantees that it fully complies with all applicable regulations regarding trade in minerals from

high-risk or conflict-affected areas, in particular Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for EU importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas. At the request of the Buyer, the Seller is obliged to disclose the source of origin of any components or raw materials used in the production of the Goods. Seller has a duty to cooperate with Buyer as may reasonably be required by Buyer in order to comply with any obligations of Buyer arising from trade restrictions, including, but not limited to, applicable embargoes, dual-use laws, and mineral trade laws. In particular, the Seller is obliged, at each request of the Buyer, to undergo verification in this regard and to provide information about its beneficial owners.

- 7.6. If, for any reason, the Seller is unsure as to the compliance of the delivered Goods with the above conditions, the Seller shall immediately inform the Buyer in writing of the possible lack of conformity and the factual and legal steps taken by the Seller to obtain compliance. The Buyer shall inform the Seller in writing as soon as possible about the acceptance of such Goods or withdrawal from the Order to the extent covered by the non-conformity due to the fault of the Seller. The acceptance of the Goods referred to in this point 6 does not release the Seller from liability for non-conformity of the goods, packaging services, etc. with the law, the contract and the GTC.

## **8. Derogations**

- 8.1. The Seller must inform the Buyer in advance of any changes in the production process or change in any parameters of the parts or raw materials supplied to the Buyer. Any information about changes in the parameters of the part and process should be provided to the person responsible for handling the given Order at the Buyer. Upon receipt of notice from Seller, Buyer will evaluate the changes and inform Seller of any special requirements, including PPAP, sampling, testing, etc.
- 8.2. Before making changes, Seller must receive formal authorization from Buyer.
- 8.3. The Buyer reserves the right to charge the Seller for the costs resulting from quality problems caused by changes made without authorization.

## **9. Delivery of services**

- 9.1. The Seller certifies that it has all the permits, certificates, accreditations required by law necessary to perform the ordered service and will send them to the Ordering Party together with the confirmation of acceptance of the order for execution.

- 9.2. The Seller further certifies that the services will be provided in accordance with regulations and standards that have a direct impact on their quality and safety, i.e. in particular quality standards, safety standards, technical specifications.
- 9.3. The Seller has the right to work on the premises of the Buyer's plant only:
  - 9.3.1. after reading and signing the Subcontractor's Book provided by the Buyer's coordinator;
  - 9.3.2. after undergoing OHS training at the Buyer's headquarters;
  - 9.3.3. after providing the Buyer's Coordinator with a confirmation of having up-to-date medical examinations, permits, certificates and accreditations required by law necessary to perform the commissioned service.
- 9.4. The Seller is obliged to comply with the requirements of the Subcontractor Book and to provide all its employees with workplaces in accordance with applicable standards and regulations related to health and health and safety.
- 9.5. The Seller is obliged to discuss current topics or changes in the scope of work performed only with the Buyer's coordinator. Changes in the scope of work and the associated cost must be recorded, before their implementation, in a separate annex to the order approved by both Parties.
- 9.6. The works will be considered completed after the acceptance protocol has been signed by both Parties.
- 9.7. In accordance with the regulations governing waste management, the Seller is considered to be the producer of waste generated as a result of the services provided, and all waste from the works must be managed outside the Buyer's premises.
- 9.8. On the premises of the Buyer's plant, it is forbidden to take photos, film, record sound (with particular emphasis on process data, production data, etc.). In particularly justified cases, the Management Board of the Buyer, in writing under pain of nullity, may consent to the taking of photographs, a film or a sound recording.
- 9.9. The Buyer does not agree to make the content related to the services provided available to the public.

## **10. Pricing & Payments**

- 10.1. Unless the Buyer issues a written confirmation of the change in the technical data, the size of the order or the scope of delivery, the prices stated on the order are fixed and will not change throughout the term of the contract.
- 10.2. Unless otherwise specified in the order, the contract prices include the delivery costs of DAP (in accordance with the INCOTERMS 2020) to the address specified on the order. Packaging costs are considered to be included in the price of the goods, unless the parties have agreed otherwise

in the Order. The Seller guarantees that the Goods will be properly packaged for shipment, in a way that protects them from any damage. In the event that Buyer presents Seller with specific packaging requirements, Seller will be required to comply with such requirements.

- 10.3. Unless otherwise agreed in writing, payment for the services covered by the contract or the delivery of the Goods together with the required documentation shall be made by the Buyer within 60 days from the month of issuance of the approved invoice.
- 10.4. In the event that the bank account indicated for accepting payments by the Seller registered in Poland as an active VAT taxpayer is not on the list of entities registered as VAT taxpayers (on the so-called white list of VAT taxpayers), the Buyer is entitled to withhold payments for the delivered Goods until this bank account is disclosed on the white list of VAT taxpayers.
- 10.5. If, in accordance with Polish law, the parties to the transaction are obliged to use the split payment mechanism (within the meaning of the Polish Value Added Tax Act) for the purchase of goods delivered in accordance with the order, the Seller undertakes to include the phrase "split payment mechanism" on the invoice. In the event that a given transaction is subject to the split payment mechanism and the Seller does not indicate it on the invoice, the Seller will be obliged to cover any damages incurred by the Buyer in connection with the fact of making a payment without applying the aforementioned mechanism (including, in particular, covering the costs of negative tax consequences incurred by the Buyer in this regard).

## **11. Dispute of the Goods, removal of defects, warranty**

- 11.1. The Buyer may examine the services or goods within 60 days from the date of their performance or delivery to the Buyer (the time necessary to examine the Goods). If defects are detected within this period (defects are also understood as incorrect installation or commissioning by the Seller or an entity acting on behalf of the Seller), the Buyer shall immediately, no later than within 14 days of their detection, send a notice of defects to the Seller. The Seller is obliged to collect the disputed Goods at his own expense. In the event of dispute between the Goods, the Buyer has the right to demand their replacement from the Seller within the time specified by the Buyer or to withdraw from the agreement due to the fault of the Seller. Withdrawal from the contract may take place within 60 days from the date of reporting the defect to the Seller.
- 11.2. Notwithstanding the above right, the Buyer has the right to demand that the Seller, at its own expense and within a period not exceeding 14 days, repair, replace or reinstall any Goods deemed defective. The warranty is valid for a period of (24) months from the date of delivery of the Goods. Repaired or replaced Goods are subject to the above provisions in respect of the date of delivery, reassembly or testing (if necessary), whichever of these assumptions applies after replacement or repair.

- 11.3. Due to technical or other important conditions, the Buyer may allow the performance of warranty activities for a longer period than indicated in clause 11.2. The permission may be given to the Seller only in writing, otherwise it will be null and void.
- 11.4. On the day of delivery of the Goods, the Seller shall provide the Buyer with properly drawn up and complete warranty documents from the manufacturer of the Goods, if the Goods have not been manufactured by the Seller.
- 11.5. If the Seller fails to take any remedial measures with respect to the detected defect within the period specified in this Section 11:
- 11.5.1. reimburse all payments made to the Buyer by the Buyer for defective Goods, and the Buyer has the right to withdraw from the contract due to the fault of the Seller, and
- 11.5.2. will cover the Buyer's costs incurred as a result of having to purchase substitute goods from another supplier and any related costs.
- 11.6. In the event of exceeding the deadline specified in paragraph 11.2, the Buyer has the right to charge the Seller a contractual penalty in the amount corresponding to 0.5% of the value of the ordered goods or services for each day of delay not exceeding 15%. In the case of recurring services, the value of the ordered services is calculated for the entire period of cooperation not longer than one year.
- 11.7. If the value of the damage exceeds the value of the contractual penalty, the Buyer may seek compensation in the part exceeding the penalty on general terms.
- 11.8. The above provisions do not exclude the application of the provisions of the Civil Code concerning warranty.

## **12. Materials and tools**

- 12.1. If the Seller needs to manufacture or purchase tools (including templates, dies, molds, beds, fasteners, etc.) in order to perform the contract, the ownership of these materials passes to the Buyer at the time of their manufacture or acquisition. Upon Buyer's request, Seller will provide these materials to Buyer.
- 12.2. If, in order to perform the contract, Buyer makes available to Seller the necessary materials (including, without limitation, equipment, components, tools, templates, dies, molds, beds, fasteners, drawings, prototypes, designs, etc.), such materials are the property of Buyer and will remain Buyer's property. It is the seller's responsibility to keep the donated materials in good condition, excluding normal wear and tear in the case of tools such as stencils, etc. The Seller may use the provided materials only for the purpose of fulfilling the agreement with the Buyer. Any additional materials will be provided by the Buyer at its discretion. The Seller is responsible

- for damage or loss of the transferred materials as a result of improper use or negligence on the part of the Seller.
- 12.3. Seller will store the listed materials in a location other than its own materials and will clearly mark them as belonging to Buyer.
  - 12.4. The risk associated with any tools (including tools owned by the Buyer) is borne by the Seller. The seller is obliged to insure these tools for an amount equal to the cost of replacing the tool in question.
  - 12.5. It is prohibited to move, modify and dispose of the tools without the prior written consent of the Buyer.

### **13. Intellectual Property and Confidentiality**

- 13.1. All information and technical knowledge, including drawings, specifications, instructions, samples, tools, designs, and other data (whether orally, in writing, or otherwise) provided by Buyer in connection with the contract ("Knowledge") shall remain the property of Buyer and may be used by Seller solely for the performance of the contract.
- 13.2. Seller shall notify Buyer of any claims arising from infringement of intellectual property rights in the Goods covered by the contract (except for designs provided by Buyer).
- 13.3. Seller may not place in its offer or supply goods made with tools and materials belonging to Buyer or in accordance with Buyer's templates, drawings, specifications or designs to any third party without the prior written consent of Buyer.
- 13.4. The Buyer has the right to use any works constituting the subject of copyright created in connection with or during the performance of the contract by the Seller without additional fees. Upon the transfer of a given work by the Seller to the Buyer, the Buyer acquires economic copyrights to the Seller's work in the fields indicated in Article 50 of the Copyright Act, as well as in the scope of the right to grant consent to the exercise of subsidiary copyrights. In the event of the appearance of new fields of exploitation, the Seller undertakes to transfer the copyright in these fields within 14 days of the request. The remuneration for the transfer of copyright has been calculated in the Seller's remuneration for the performance of the agreement.
- 13.5. Seller shall keep confidential the knowledge, patents, copyrights, design rights and other intellectual property rights under the contract, as well as Buyer's customer information and any other information indicated as confidential (excluding information made public as a result of other actions that have not been determined to be a breach of contract) and shall not disclose it to any third parties without Buyer's prior written consent.
- 13.6. Seller shall return to Buyer or destroy any information of the nature described in paragraph 13.5 above upon Buyer's request.

- 13.7. The Seller shall not, without the prior written consent of the Buyer, advertise, publish or in any other way make public the fact that the Seller is a supplier of the Buyer or has entered into a contract with the Buyer.
- 13.8. The seller is obliged to be ISO 27001 certified in the following cases:
- 13.8.1. The purchase of goods and services is associated with the receipt and/or processing by the Seller of confidential data from the Buyer, in particular: customer data, personal data, including personal data of employees, financial data, operational data, production data;
  - 13.8.2. The services purchased from the Seller are IT services, including in particular remote access to resources and software via the Internet (system management, cloud, hosting, SaaS);
  - 13.8.3. The execution of the Order by the Seller is associated with the risk of the occurrence of broadly understood cyber threats or security incidents.
- 13.9. A seller conducting business activity in the automotive industry is obliged to have a TISAX certificate in the following cases:
- 13.9.1. The execution of the Order is associated with the receipt and/or processing by the Seller of data that are or may be the subject of intellectual property rights;
  - 13.9.2. The execution of the Order is associated with the receipt and/or processing by the Seller of confidential data, including in particular: production, financial or test data;
  - 13.9.3. The execution of the Order is associated with the processing by the Seller of other data, classified as "high protection level" in accordance with the TISAX certificate;
  - 13.9.4. Having TISAX certification is one of the requirements of the OEM agreement.
- 13.10. Immediately after placing an order by the Buyer, the Seller is obliged to inform the Seller about the lack of a certificate referred to in points 13.8 and 13.9 above.
- 13.11. The Seller executing the Order is obliged to immediately inform the Buyer about the loss of the certificate referred to in points 13.8 and 13.9 above.
- 13.12. The lack or loss of certificates in cases where their possession by the Seller is required in accordance with clauses 13.8 and 13.9 above, entitles the Buyer to withdraw from the agreement within 14 days from the date on which the Buyer received information about the lack or loss of the certificate. In connection with the withdrawal from the agreement on the above-mentioned basis, no claims arise on the part of the Seller against the Buyer.
- 13.13. In the event of a breach of the provisions of this clause 13, the Seller shall pay the Buyer a contractual penalty in the amount of 10% of the value of the Order. In the case of recurring services, the value of the ordered services is calculated for the entire period of cooperation not longer than one year.

13.14.If the value of the damage exceeds the value of the contractual penalty, the Buyer may seek compensation in the part exceeding the penalty on general terms.

#### **14. Force majeure**

14.1.In the event of a delay in the performance of the contract as a result of the action of Force Majeure, the time for the performance of the contract may be extended accordingly, provided that the party informs the other party of the event and takes all steps to reduce the delay.

14.2. Force majeure means an event occurring after the date of conclusion of the agreement, coming from outside, affecting the performance of the Order, which cannot be predicted and is independent of the actions of the Buyer and the Seller, and which, with due diligence, cannot be avoided or prevented. Within the meaning of the provisions of these GTC, Force Majeure means in particular actions or omissions of the authorities, strike, lockout or other difficulties of an economic nature, wars, blockades, uprisings, riots, epidemics, earthquakes, fires and floods. The circumstances related to the war in Ukraine do not constitute force majeure unless there is a significant change in this regard.

#### **15. Termination of the contract**

15.1. The Buyer has the right to withdraw from the agreement without incurring any legal consequences on the part of the Seller if:

15.1.1. The delivery of the Goods will be delayed or may be delayed by more than 30 days as a result of Force Majeure;

15.1.2. The seller will breach the terms of the contract and will not take any steps to remedy the damage resulting from the breach upon receipt of the summons;

15.1.3. The seller will not deliver the goods by the date specified in the contract;

15.1.4. In other situations provided for in the GTC.

#### **16. Liability and Claims for Damages**

16.1. Seller shall indemnify and hold Buyer harmless from any claims, liabilities, losses or expenses (including those incurred as a result of indirect losses) incurred by Buyer or any other entity or third party for which Buyer may be liable:

16.1.1. in the event of the Seller's failure to meet its obligations towards the Buyer;

16.1.2. in the event of death or injury caused directly or indirectly, in whole or in part, by the goods or their proper use;

16.1.3. in the event of any loss or damage to property;

- 16.1.4. for any alleged or actual infringement of any patents, utility models, registered designs, copyrights, trademarks or any other proprietary or third party rights held by others.
- 16.2. The Seller is required to have valid liability and product liability insurance to secure any claims arising from the contract and is required to provide the Buyer with proof of insurance at any request of the Buyer.
- 16.3. The Seller is responsible for the acts or omissions of the personnel it will use in the execution of the Order, as if they were their own acts or omissions.
- 16.4. The provisions of this point 16 do not nullify the provisions on the obligation to pay the contractual penalty provided for in other parts of the GTC.
- 16.5. The Buyer's total liability to the Seller resulting from the Order is limited to an amount equal to the total remuneration due to the Seller under the Order,

## **17. Dangerous goods**

- 17.1. If any goods supplied under the GTC contain any hazardous substances or require special precautions to be taken to ensure safety during carrying, transportation, storage or use, Seller must provide Buyer with detailed information in writing about the substance and the precautions required prior to delivery, and must ensure that the goods are accompanied by appropriate instructions and appropriate permanent warnings are placed on them or on their packaging.
- 17.2. The Seller ensures that the Goods containing chemical substances delivered to the Buyer will be provided with a warning label and a safety data sheet for chemical substances and mixtures prepared in Polish.
- 17.3. In particular (but not exclusively), Seller shall provide Buyer in writing with all data, instructions and warnings required by applicable law and shall indemnify Buyer for any penalties, requirements, liabilities, claims, costs and expenses incurred as a result of Seller's failure to perform its obligations.

## **18. Transfer of rights**

- 18.1. The Seller may not transfer obligations or subcontract the performance of part of the works without the prior written consent of the Buyer. The seller is responsible for all services and goods provided by its sub-supplier.
- 18.2. If Buyer obtains written consent to subcontract all or part of the Order, Seller shall oblige such subcontractor to comply with all provisions of the Order and shall be fully responsible for any

acts or omissions of its subcontractors and their employees, as if they were its own acts or omissions.

18.3. Seller is not authorized to make any declarations of intent on behalf of Buyer or to incur any obligations on behalf of Buyer.

18.4. The Seller shall not be entitled to a refund of any expenses incurred in connection with the Order, if their type and amount have not been previously approved by the Buyer, in writing, otherwise it will be null and void.

**19. Disputes with third parties**

In the event of any claim by a third party against the Buyer arising from the performance of the contract by the Seller or related to the goods or services provided under the contract, at the request of the Buyer, the Seller shall, at its own expense, provide the Buyer with all necessary support in satisfying such claim.

**20. Governing Law and Jurisdiction**

The Agreement and the rights and obligations of the parties described therein are regulated and interpreted in accordance with Polish law. The Seller hereby submits to the jurisdiction of the common courts in Poland. The United Nations Convention on Contracts for the International Sale of Goods does not apply hereby. Any disputes shall be resolved by the Polish common court competent for the Buyer's registered office.

**21. Severability clause**

If any of the provisions of the GTC is found to be invalid or ineffective by operation of law, this circumstance will not affect the validity, effectiveness or enforceability of the remaining provisions.

**22. Language version**

This GTC has been drawn up in two identical copies in Polish and English. In the event of any discrepancies between the two language versions, the GTC drawn up in Polish shall prevail.