

## **APPLICABLE GENERAL TERMS AND CONDITIONS OF ORDER**

Bielsko-Biała

on 09/02/2021

### **Applicable General Terms and Conditions of Order**

#### **§ 1. General provisions**

1. General Terms and Conditions of Order, hereinafter referred to as the "GTCO", set out general principles under which Instytut Badań i Rozwoju Motoryzacji BOSMAL Sp. z o.o. (limited liability company), hereinafter referred to as the "Ordering Party", purchases goods and/or services laid out in an order and constitute an integral part of every order.
2. A departure from the provisions of the GTCO may take place only in case of provisions contained in an order/contract which take precedence over the GTCO, if detailed terms and conditions of an order are beforehand agreed more precisely with a Supplier.
3. An order number must be stated in an invoice, goods dispatch notes and other documents related to an order.
4. Acceptance of every order for fulfilment should be confirmed in writing (letter, email) by a Supplier within 2 working days from the date of receiving it. The lack of a written confirmation of an order by a Supplier in the aforementioned period will be treated by the Ordering Party as tacit acceptance by a Supplier of an order for fulfilment under terms and conditions formulated in the order and consistent with the GTCO. A confirmation of an Order is deemed to be acceptance of these GTCO.
5. The GTCO are available for viewing and acceptance by a Supplier on the Ordering Party's website: [www.bosmal.com.pl](http://www.bosmal.com.pl)

#### **§ 2. Terms of delivery**

1. Ordered products / materials / services will be delivered by a Supplier to a place indicated in an order. A Supplier shall insure goods against any transport risk.
2. A Supplier shall pack the goods in a manner ensuring delivery of an object intact and attach documents in the Polish language to goods: goods dispatch notes or a copy of an invoice, certificates, declarations of conformity, warranty cards, user manuals, operation and

maintenance manuals and any other required documents.

3. Absence of the documents listed in § 2(2) will result in deeming a delivery incomplete until they are supplemented and may result in withholding or a delay in payment of an invoice.

4. Acceptance of goods is possible on working days from 06:30am to 03:00pm, unless an order states otherwise.

5. Dates of deliveries are specified in an order. These dates are binding and a Supplier is obliged to comply with them.

6. A date of a delivery is deemed complied with if a delivery is at the disposal of the Ordering Party on the agreed date, at the address indicated in an order and after a confirmation of acceptance of a product by a person authorised to accept a product.

7. A Supplier shall immediately and directly inform the Ordering Party about occurrence or a threat of occurrence of circumstances making it impossible to comply with an agreed date of fulfilment of an order, along with an indication of an expected period of a delay and its causes.

8. Liability for non-performance or undue performance of an order is agreed in the form of contractual penalties. A Supplier shall pay contractual penalties to the Ordering Party in the following cases:

8.1. in case of a delay in delivery of an order – in the amount of 0.5% of gross value of the order for each day of the delay,

8.2 in case of a delay in remedying on time defects found at the acceptance of an object of an order – in the amount of 0.5% of gross value of the order for each day of the delay,

8.3 in case any Party withdraws from an order for reasons attributable to a Supplier or a Supplier withdraws from an order without a justified reason – in the amount of 10% of gross value of the order,

8.4 in case of a delay in remedying on time defects found in the warranty / statutory warranty period – in the amount of 0.5% of gross value of the order for each day of the delay.

9. If occurrence of a defect in an object covered by a warranty results in incurring by the Ordering Party costs of stoppage of an installation, the Ordering Party will pursue against a Supplier claims for damages arising during stoppage of an installation.

10. The Ordering Party shall have the right to deduct charged penalties from a Supplier's remuneration.

11. In case contractual penalties set out in an order do not fully cover suffered damage, the Ordering Party shall be entitled to claim damages in line with general rules provided for in the Civil Code.

12. The Ordering Party reserves the right to withdraw from a whole or a part of an order not fulfilled in the period indicated in an order without an obligation of payment of any damages.

### **§ 3. Warranty and statutory warranty [Polish: rękojmia]**

1. Fulfilment of an order results in granting by a Supplier of a warranty and statutory warranty for delivered goods.

2. The warranty period starts from the date of a delivery or the date of a start-up / acceptance report.

3. If in the warranty period the Ordering Party concludes that an object has defects, it shall be entitled to file a complaint with a Supplier by electronic mail or in writing. A Supplier shall immediately confirm in writing or by electronic mail receiving a notification of a complaint. If a Supplier does not confirm receiving a complaint within 2 working days from filing it by the Ordering Party, it is assumed that a Supplier made such a confirmation upon expiry of this period.

4. A Supplier shall forthwith, but not later than within 2 working days from the date of filing a complaint by the Ordering Party, remedy the defect, and in case it is not possible, deliver a new object free from defects and covered by a warranty or an appropriate part of the object, covered by a warranty, as well as fit and start it up.

5. In justified cases, in particular for technological reasons, the Ordering Party, upon a Supplier's request, may express consent in writing to extension of the period laid down in § 3(4).

6. A Supplier will take all steps necessary to replace or repair defective goods. A Supplier will at its own expense disassemble defective goods, and fit and start up an object free from defects / a new object covered by a warranty. If it is possible to remedy a defect of goods by repairing them, yet their disassembly is impossible or too time-consuming, a Supplier – with consent of the Ordering Party – will carry out repair of the goods in the place in which they are located/fitted.

7. If a Supplier replaces a defective object covered by a warranty with a new object free from

defects or makes significant repairs of an object covered by a warranty, the warranty period begins anew from the moment of a delivery of a new object free from defects and covered by a warranty or the return of a repaired object. If a Supplier replaced a part of an object covered by a warranty, the previous sentence applies accordingly to the replaced part. In other cases the warranty period is extended by the time during which the Ordering Party could not use an object covered by a warranty due to a defect in the object.

8. In case of replacement by a Supplier of a defective object covered by a warranty or its defective part with a new one, a Supplier shall collect from the Ordering Party the defective object covered by a warranty or its defective part and remove any consequences of this collection.

9. If in the warranty period a whole or a part of an object covered by a warranty two times is an object of a complaint, then at the third complaint it shall be replaced with a new one, free from defects, irrespective of the possibility and admissibility of its repair. The provisions of this Section do not exclude the possibility of demanding replacement of a defective object covered by a warranty with a new one, free from defects, already at the first or the second complaint.

10. In the event a Supplier fails to comply with the date of remedying a defect in an object covered by a warranty, it shall at its own expense deliver to the Ordering Party, for the time of remedying the defect, including also through delivery of a new object or a part of an object covered by a warranty, a substitute equipment with parameters and properties not worse than the object covered by a warranty, it shall fit and start up the object and train Ordering Party's / Investor's employees in its operation within 2 working days from the date of failure to comply with the period for remedying defects.

11. If a Supplier refuses to remedy a defect in a whole or a part of an object covered by a warranty or does not remedy it within the period set out in § 3(4) or set out under § 3(5) and does not deliver a substitute equipment to the Ordering Party, the Ordering Party shall be entitled to remedy, on its own or through a third party, the notified defect at the expense and risk of a Supplier.

12. A Supplier shall be liable for any damage caused by it in the course of remedying defects and which was suffered in relation to occurrence of a defect.

13. A Supplier shall deliver a warranty card to the Ordering Party at the latest on the date

of delivery of an object of an order.

14. The above provisions do not exclude or limit the Ordering Party's rights on account of a statutory warranty for defects to which it is entitled in line with general rules.

15. A Supplier grants the Ordering Party a statutory warranty for defects for the period of 24 months starting from the date indicated in an order.

16. A Supplier shall remove at its own expense defects notified by the Ordering Party under a statutory warranty within 2 working days from the date of the notification, unless a longer period was individually agreed with a Supplier.

17. The Ordering Party may exercise the rights on account of a statutory warranty for physical defects of the object of the agreement irrespective of the rights arising out of a warranty.

18. Any declarations of a Supplier on exclusion of a statutory warranty or a warranty are ineffective with respect to the Ordering Party.

#### **§ 4. Insurance obligation**

1. The Contracting authority/Client requires professional liability insurance related to the subject of the contract. The minimum sum guaranteed for the order, providing for the consequences thereof, shall be PLN 200,000.

2. For works imposing higher risk of loss, the value of the insurance policy shall each time be determined separately.

3. Professional liability insurance covers the liability of the Contractor or the subcontractor for damages caused during performance of the contract.

4. The obligation resulting from the above provisions shall be updated upon the acceptance of the order and shall continue uninterrupted until the final execution of the order as well as throughout the warranty period.

#### **§ 5. Prices and payments**

1. Prices stated in an order / agreement are fixed and are not subject to changes.

2. Remuneration will be paid after receiving correct and accurate VAT invoices, issued on an appropriate date, by the date of payment specified in an order.

3. All invoices of a Supplier must contain details necessary in the right of the laws on VAT and an order number. Invoices without a stated order number will be deemed incorrect and do not constitute basis for payment.

4. The period for payment is deemed to start on the date of receiving a Supplier's invoice by the Ordering Party.

#### **§ 6. Subcontracting**

1. In case of fulfilment of orders concerning services, subcontracting by third parties is allowed if a Supplier informs the Ordering Party about this fact and the latter consents to it in writing. The Ordering Party's consent must be expressed in writing under pain of nullity.

2. A Supplier shall be liable for any behaviour of third parties and persons used by it for fulfilment of an order just like for its own actions or omissions.

#### **§ 7. Confidentiality**

1. The parties undertake to treat as strictly confidential all terms and conditions of an order, and information obtained from each other or otherwise in relation to an order, in particular all technical, commercial or other information concerning the Ordering Party's activity which is confidential information and in no event may be used by a Supplier for other purposes than related to fulfilment of an order or provided to third parties without the Ordering Party's written consent under pain of nullity, both during fulfilment of an order and after its completion. The obligation of confidentiality lasts for 5 years from completion of a delivery.

2. In case of a breach of the obligation formulated in Section 1, a Supplier shall pay to the Ordering Party a contractual penalty in the amount of PLN 10,000.00 (in words: ten thousand Polish zlotys) for each breach. Payment of the contractual penalty does not exclude or limit the Ordering Party's right to claim damages from a Supplier in line with general rules, within the scope in which suffered damage exceeds the amount of the stipulated contractual penalty.

#### **§ 8. Compliance**

1. BOSMAL Automotive Research and Development Institute (Institute) operates with a sense of responsibility for the consequences of its actions, and applies uniform standards in terms of assessing ethical conduct of employees and third parties, including respect for human rights, upholding employee rights, compliance with the principles of fair competition and respect for the natural environment.

2. The Institute is also committed to provide work environment based on mutual respect and tolerance. The company ensures protection of personal data and discretion to all persons who decide to report a suspected violation of the rules applicable at the Institute, as laid down in the "Code of Ethics" and / or the "Anticorruption Policy" related to the compliance management system implemented and applied by the Institute (Compliance).

3. The content of the "Code of Ethics" and "Anticorruption Policy" can be found on: [www.bosmal.com.pl](http://www.bosmal.com.pl) in the "Institute" tab on "Compliance Policy" folder. The Customer / Supplier hereby confirms to have familiarized their employees with the content of the "Code of Ethics" and "Anticorruption Policy" and undertakes to comply with the recommendations of the above-mentioned documents during performance of the Contract.

### **§ 9. Final provisions**

1. The parties are subject to the Polish law, and the competent court for settlement of all disputes related to an order is the common court of local jurisdiction for the registered office of the Ordering Party.

2. All matters not settled by the provisions of the GTCO shall be governed by the relevant provisions of the Civil Code and other applicable legal acts.

3. These GTCO come into force on 01/01/2021.