BOSMAL	GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)	*Bielsko-Biała, 1 September 2026*

1. GENERAL PROVISIONS

1. These General Terms & Conditions of Purchase ("GTCP") set out the terms and conditions under which Badań i Rozwoju Motoryzacji BOSMAL Sp. z o.o. ("BOSMAL") will purchase the goods and/or services described in a purchase order and shall form an integral part of each purchase order (contract).
2. These GTCP may be departed from if this is provided for in a purchase order or a contract, and such provisions shall prevail over these GTCP, but only if specific terms and conditions of the purchase order have been agreed upon with the Contractor.
3. The purchase order number shall be quoted on invoices, delivery notes and all other documents related to the purchase order.
4. The acceptance of a purchase order by the Contractor shall be confirmed in writing by the Contractor within 2 business days of the receipt of the purchase order. If the purchase order is not confirmed by the Contractor within the above period, the Contractor shall be deemed to have tacitly accepted the purchase order under the terms and conditions set out therein and in accordance with these GTCP. If a purchase order is accepted, the Contractor shall be deemed to have accepted these GTCP.
5. BOSMAL's contracts may also include contracts to which special requirements set out in the Allied Quality Assurance Publication (AQAP) apply. In the process of negotiating the terms of a contract with us and before the contract is signed, the Contractor will be informed of anything they will be required to do within the framework of the Government Quality Assurance (GQA).
6. These GTCP are made available to and may be accepted by the Contractor on BOSMAL's website at www.bosmal.com.pl.

2. TERMS OF DELIVERY

1. The ordered goods, materials or services must be delivered by the Contractor to the place of delivery specified in the purchase order. The Contractor shall insure the ordered goods against all risks in transit.
2. The Contractor shall pack the goods for transit in a way that will ensure that the goods are delivered in undamaged condition and shall ensure that the goods are accompanied by the following documents in Polish: a delivery note or a copy of the invoice for the purchase, approval certificates, other certificates, declarations of conformity, quality guarantee cards, operation manuals, O&M manuals, and all other required documents.
3. The Contractor warrants and represents that the packaging and packaged products delivered under this Contract meet the requirements set out in Regulation (EU) 2025/40 of the European Parliament and of the Council of 19 December 2024 on packaging and packaging waste (PPWR), including (without limitation) restrictions for the presence of hazardous substances (such as lead, cadmium, mercury and hexavalent chromium), the requirements for recyclability and for minimisation of the weight and volume of packaging.
4. The Contractor shall, no later than on the date of the delivery of products, provide BOSMAL, for each type of packaging, with a signed EU Declaration of Conformity issued in accordance with Article 39 and Annex VIII to the PPWR, and shall, at any request, make the complete technical documentation in support of such conformity available.

5. If the documents mentioned in clause 2(2) and 2(4) are not supplied, the delivery shall be deemed incomplete until all the documents are supplied, and the payment of the invoice may be withheld or delayed.
6. The Contractor shall, immediately but no later than within 3 days, inform BOSMAL of any such change to or in the production process and/or the material composition of packaging which might affect the conformity with the PPWR.
7. If the delivered products and/or packaging fail(s) to meet the requirements set in the PPWR and where such failure results in suspension of the placement of the products on the market, administrative penalties, the supervisory authority's decision requiring the withdrawal of the products from the market and/or disposal of the products, the Contractor shall be solely and fully liable in damages to BOSMAL.
8. The Contractor shall pay a contractual penalty equal to 20% od the subject matter of the contract for each case of delivery of packaging that fails to meet the legal requirements set out in the PPWR, in which case compensation in excess of the above contractual penalty may be sought under the general rules of civil liability.
9. Deliveries may be received by BOSMAL on business days between 7:00 AM and 3:00 PM, unless otherwise specified in the purchase order.
10. The time for delivery (or delivery deadline) shall be specified in the purchase order. The time for delivery (or delivery deadline) so specified and must be complied with by the Contractor.
11. The time for delivery (or delivery deadline) shall be considered to have been complied with if the delivery is placed at the disposal of BOSMAL at the address specified in the purchase order and when the receipt of the delivery is confirmed by a person authorised to do so.
12. The Contractor shall immediately and directly notify BOSMAL of the occurrence or likely occurrence of circumstances indicating that the agreed time for delivery will not be complied with, including the expected duration of the delay and the reasons for the delay.
13. In the event of failure to perform or non-perfect performance of a contract, contractual penalties [similar to liquidated damages] shall apply. The Contractor shall pay a contractual penalty [liquidated damages] to BOSMAL in the following situations:
    8.1. in the event of delay in delivery: 0.5% of the gross value of the contract for each delay of the delay;
    8.2 in the event of delay in remedying a defect discovered at the time of receiving the delivery – 0.5% of the gross value of the contract for each delay of the delay;
    8.3 in the event that either Party withdraws [Polish: *odstąpienie*] from the contract for reasons for which the Contractor is responsible or if the Contractor withdraws from the contract without a valid reason: 10% of the gross value of the purchase order;
    8.4. in the event of delay in remedying a defect discovered during the quality guarantee/statutory implied warranty [Polish*: rękojmia*] periods: 0.5% of the gross value of the contract for each delay of the delay.
9. If a defect in an item delivered by the Contractor and covered by a quality guarantee results in BOSMAL incurring costs of system or installation shutdown, BOSMAL will charge the Contractor for the costs of any loss or damage caused during the shutdown period.
10. BOSMAL may deduct any penalty from the remuneration payable to the Contractor.
11. BOSMAL may claim damages according the general rules of civil liability under the Polish Civil Code if the contractual penalty [liquidated damages] provided for in the purchase order (contract) is insufficient to compensate BOSMAL for the full loss or damage suffered.

12. BOSMAL reserves the right to withdraw [Polish: *odstąpienie*] from a contract in its entirety or any part of a contract if the supply contracted for has not been made within the time for delivery specified therein, in which case BOSMAL will not be required to pay any damages or compensation.

3. QUALITY GUARANTEE AND IMPLIED STATUTORY WARRANTY

1. All the goods or services supplied by the Contractor shall be covered by the Contractor's quality guarantee and statutory implied warranty [Polish: *rękojmia*].
2. The quality guarantee period shall begin on the date of delivery or the date of the report confirming the acceptance, start-up or completion of the [goods] or service delivered or supplied.
3. If, during the quality guarantee period, BOSMAL decides that the goods or service is/are defective, BOSMAL may lodge a written complaint. The Contractor shall immediately confirm in writing the receipt of the complaint. If the Contractor fails to confirm the receipt of the complaint within 24 hours of the complaint being lodged by BOSMAL, the Contractor shall be deemed to have confirmed the receipt of the complaint at the end of the 24-hour period.
4. The Contractor shall remedy the defect immediately, but not later than within 2 business days after confirming the receipt of the complaint or, of this is impossible, supply BOSMAL with a new and defect-free product or service (or a new part of the product or service contracted for) with a new quality guarantee.
5. In justified cases, particularly for technological reasons, BOSMAL may, at the request of the Contractor, consent in writing to an extension of the period specified in clause 3(4).
6. The Contractor shall do whatever may be necessary to replace or repair the defective product or service, dismantle the product at its expense and instal and start-up a new and defect-free product, which product shall be covered by a quality guarantee. If a defect in a product can be remedied by repairing the product rather than replacing it, but dismantling the product for repair would be impossible or excessively time-consuming, the Contractor shall, with BOSMAL's consent, repair the product at the place of its location or installation.
7. If the Contractor supplies BOSMAL with a new and defect-free product as a replacement for a defective product or carries out a major repair to a defective product under a quality guarantee, the quality guarantee period shall begin anew when the new and defect-free product is delivered or the repaired product is returned. If the Contractor has replaced a part of an item under a quality guarantee, the provision of the preceding sentence shall apply to the replaced part accordingly. In all other cases, the quality guarantee period shall be extended by the time during which BOSMAL was unable to use that item due to a defect or defects in the item.
8. If a defective item (or any part of a defective item) covered by a quality guarantee is replaced by the Contractor with a new item, the Contractor shall collect the defective item (or that part of the defective item) from BOSMAL and eliminate the consequences of such collection.
9. If an item (or any part of an item) covered by a quality guarantee is the subject of two complaints during the quality guarantee period, then if a third complaint is lodged in relation to it, the item shall be replaced with a new and defect-free one, even if the item can be repaired. The provisions of this subclause shall not affect BOSMAL's right to require the Contractor to replace a defective item covered by a quality guarantee with a new and defect-free one when the first or second complaint is lodged.

10. If the Contractor fails to remedy a defect in an item covered by a quality guarantee within the time for remedying the defect, the Contractor shall, at its expense, and within 2 business days of the end of such time, provide BOSMAL, for the time needed to remedy the defect, with a new item (or a part of that item) covered by a quality guarantee or a replacement item with parameters and characteristics (performance) not worse that those of the defective item, install and start up that item and provide training to BOSMAL's personnel in how to operate that item.
11. If the Contractor refuses to remedy a defect in an item (or part of any item) covered by a quality guarantee or fails to remedy such a defect within the time provided for in clause 3(4) or the time set in accordance with clause 3(5) and fails to provide BOSMAL with a replacement item, BOSMAL may remedy the defect or have it remedied at the Contractor's risk and expense.
12. The Contractor shall be liable for any loss or damage caused by itself while remedying a defect and for any loss or damage caused in connection with a defect.
13. The Contractor shall provide BOSMAL with a quality guarantee card for each item not later than on the date of delivery of that item.
14. The above provisions shall not preclude or limit BOSMAL's rights under the Contractor's statutory implied liability for defects [Polish: *rękojmia*].
15. All the items delivered under a purchase order (contract) shall be covered by the statutory implied warranty [Polish: *rękojmia*] for 24 months after the date specified in the purchase order (contract).
16. The Contractor shall, at its expense, remedy each defect reported by BOSMAL under the statutory implied warranty, within 2 business days of the defect being reported by BOSMAL, unless a longer period has been agreed upon with the Contractor.
17. BOSMAL may exercise its rights under the Contractor's statutory implied liability for defects regardless of its rights under the quality guarantee.
18. No waiver by the Contractor of the statutory implied liability for defects and/or the quality guarantee shall be effective in relation to BOSMAL.

4. INSURANCE

1. BOSMAL expects the Contractor to maintain business insurance covering its civil liability related to its supplies to BOSMAL. The sum insured must be commensurate with the value of the Contractor's contract with BOSMAL.
2. If the risk of loss related to the Contractor's supply to BOSMAL is high, the sum insured must be determined on a case-by-case basis, separately for each such supply.
3. The insurance must cover the civil liability of the Contractor (and/or any other person engaged by the Contractor in the performance of a contract with BOSMAL) for any loss or damage caused during such performance.
4. The obligation provided for above shall apply upon acceptance of a purchase order and shall continue until the performance of the related contract is completed and during the related quality guarantee period.

5.PRICES AND PAYMENTS

1. The prices specified in the purchase order are fixed and may not be changed.
2. The Contractor's remuneration shall be paid against correct and accurate VAT invoices issued in due course, and payment shall be made by the due date shown on the purchase order.
3. Each invoice issued by the Contractor must contain the purchase order number and all the information required by VAT regulations. If an invoice does not show the purchase order number, it may be difficult to match the invoice to the corresponding supply and, therefore, the payment of the invoice may be delayed through the Contractor's fault.

4. The time limit for the payment of an invoice shall begin on the date of BOSMAL's receipt of the invoice from the Contractor.

6. SUBCONTRACTORS

1. The Contractor may subcontract all or any part of the contract only with the consent of BOSMAL. BOSMAL's consent shall be effective only if it is given in writing.
2. The Contractor shall be liable for the actions or omissions of any third party engaged or used by it in the performance of a contract with BOSMAL, as if they were the Contractor's actions or omissions.

7. CONTRACTOR'S OBLIGATIONS

1. When performing a contract with BOSMAL, the Contractor shall supply only such products, materials and/or services which meet the environmental protection and occupational health and safety (OHS) requirements set out in legislation and/or the purchase order.
2. The Contractor shall provide the following documents:
    a. up-to-date safety data sheets (SDS's) for chemical substances and hazardous materials,
    b. up-to-date technical documentation for machines and equipment,
    c. all valid and required permits, licences and declarations of conformity relating to the services to be supplied.
3. The Contractor shall make every effort to ensure that all its contracts with BOSMAL are performed in accordance with Polish and international requirements for environmental protection and occupational health and safety (OHS) to the extent that such requirements apply to the Contractor.
4. The Contractor shall know and shall cause its employees, associates and sub-suppliers to know the Code of Ethics, the Anti-Corruption Policy and the Supplier Code of Conduct, which are available in the Compliance Policy folder, the CSR section, on www.bosmal.com.pl website. The Contractor shall make every effort to comply with the provisions of those documents across the supply chain when performing its contracts with BOSMAL.

8. LEGAL COMPLIANCE

1. BOSMAL operates with a sense of responsibility for the impact of its activities. It consistently follows the same standards when assessing the ethical conduct of its employees and third parties, including in terms of respect for human rights, employee rights, rules of fair competition, and respect for the natural environment.
2. BOSMAL makes efforts to maintain a work environment based on mutual respect and tolerance. It will protect the personal data of and ensure discretion for any person who reports a breach (or suspected breach) of the principles set out in the Institute's Code of Ethics and/or Anti-Corruption Policy, which are part of BOSMAL's compliance management system.

9. CONFIDENTIALITY

1. The Parties shall keep strictly confidential all the terms and conditions of the contracts between them and all information that either Party has obtained from the other Party in connection with such contracts, including (but not limited to) all technical, commercial and/or other information relating to BOSMAL's business, which is classified as confidential information and as such as must not be used by the Contractor for purposes other than than the performance of such contracts or disclosed to third parties without BOSMAL's consent (which must be in writing to be effective) during the term of the contract and for 5 years thereafter.

2. In the event of the Contractor's breach of the obligation described in subclause 1, the Contractor shall pay, to BOSMAL, a contractual penalty [similar to liquidated damages] of PLN 50,000.00 (in words: fifty thousand zloty) for each such breach. The payment of the contractual penalty shall not preclude or limit BOSMAL's rights to claim compensation from the Contractor for loss or damage in excess of the contractual penalty, according to the general rules of civil liability.

10. PROTECTION OF PERSONAL DATA

1. BOSMAL and the Contractor are separate controllers in respect of personal data.
2. The controller within the meaning of Article 4(7) of 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, "GDPR") (OJ EU L 119, p.1) is
   a. the Contractor, in respect of the personal data of its employees, and
   b. BOSMAL, in respect of the personal data of its employees and any person authorised by the Contractor to process personal data.
3. Each of the controllers shall ensure that its processing of personal data complies with personal data protection regulations.
4. The Contractor will process BOSMAL's personal data and the personal data of the Contractor's employees to the extent necessary for the performance of a purchase order (contract) and only to the extent specified by BOSMAL.
5. The Contractor may process BOSMAL's personal data only for the purpose of performing a purchase order (contract). Any personal data will be processed throughout the term of a purchase order (contract), the time needed to settle a contract financially, and until any claims under a contract expire.
6. When processing personal data, BOSMAL and the Contractor shall comply with personal data protection regulations, including (without limitation) the GDPR.
7. The Contractor agrees that BOSMAL may process the following personal data: phone numbers and email addresses for the purpose of easier communication on matters related to the performance of a purchase order (contract).
8. The Contractor's personal data shall be retained until a contract between the Contractor and BOSMAL ends or until the personal data processing consent is withdrawn. The Contractor has the right of access to his data, the right to request a copy of his data, the right to rectify his data (or to have it rectified), the right to object to the processing of his data, the right to restriction of the processing of his data, and the right to have his data deleted in accordance with the provisions of Articles 15-22 of the GDPR.
9. Any comments about the processing of personal data may be submitted to BOSMAL's data protection officer (DPO), who is available by email at iod@bosmal.com.pl.

11. FINAL PROVISIONS

1. Each contract between the Contractor and BOSMAL shall be governed by Polish law, and all disputes in connection with the contract shall be resolved by a court of law with territorial jurisdiction over BOSMAL's registered office.
2. All matters not covered by these GTCP shall be governed by the applicable provisions of the Polish Civil Code and other relevant legislation.