

# GENERAL PURCHASE TERMS AND CONDITIONS

**GENERAL PURCHASE TERMS AND CONDITIONS  
OF NPA SKAWINA SP. Z O.O.  
01.11.2023**

**§1. Definitions**

Terms used in these General Purchase Terms and Conditions shall have the following meaning:

1. **GPTC** shall mean these General Purchase Terms and Conditions;
2. **Recipient** (Buyer/Ordering Party) shall mean NPA SKAWINA SP. Z O.O., 32-050 Skawina, ul. Piłsudskiego 23, District Court for the capital city of Cracow downtown, XII Commercial Division of the National Court Register, National Court Register entry No. KRS 0000983019, share capital of PLN 126 372 000,00 zł, Tax Id. No. (NIP) 944-227-74-76; nr BDO -000580826
3. **Supplier** (Seller/Contractor) shall mean an entity engaged in the sale/delivery of goods and/or provision of services, either as part of its business or on a professional basis;
4. **Goods** shall mean any products, goods, raw materials, devices, parts, prefabricated elements, etc., purchased from the Supplier by the Recipient as part of its business;
5. **Services** shall mean services of any kind whatsoever, provided by the Supplier for the Recipient as part of its business;
6. **Written Form** shall mean the form of an e-mail or fax;
7. **Written Form on Pain of Nullity** shall mean a written form within the meaning of the Polish Civil Code;
8. **Business Days** shall mean a period from Monday to Friday except for public holidays;
9. **Confidential Information** shall mean any information, documents, data, materials, etc. regarding the Recipient, including its clients, business partners and associated enterprises, received by the Supplier in any form (verbal, written or electronic) either in the course of negotiations or in connection with the purchase of the Goods or the Services.

**§2. Purchase of the Goods/the Services**

1. The Recipient shall purchase the Goods and/or the Services from the Supplier via one of the options listed and defined below:
  - a) **Order** – which shall mean an order for the purchase or delivery of the Goods or the provision of the Services placed by the Recipient at the Supplier in the Written Form;
  - b) **Framework Agreement** – which shall mean an agreement for the purchase or delivery of the Goods or the provision of the Services, concluded for a definite period, aimed at establishing terms and conditions governing the purchase or delivery of the Goods or the provision of the Services that are supposed to be carried out during the agreement term, which shall specify the type and price of the Goods or the Services, and, if needed, the expected quantities of the Goods or the Services, without stipulating a precise date of their delivery or provision;
  - c) **Agreement** – which shall mean an agreement for the purchase or delivery of the Goods or the provision of the Services concluded between the Supplier and the Recipient in the Written Form on Pain of Nullity, which shall specify at least the type, quantity and price of the Goods or the Services and a date of their delivery or provision.
2. Whenever a reference is hereinafter made to the term “Agreement”, this shall mean the Framework Agreement referred to in §2.1.b) and the Agreement referred to in §2.1.c) above.

**§3. Scope of the GPTC Application**

1. The GPTC shall apply to all the Orders and Agreements for the purchase or delivery of the Goods or the provision of the Services, to be carried out for the Recipient by the Supplier, subject to mandatory rules of the law.
2. By accepting the Order for fulfilment or by concluding the Agreement, the Supplier represents that the GPTC have been submitted to it or at least shared with it in an electronic form (via an e-mail or as a link)



prior to the acceptance of the Order or the conclusion of the Agreement. If the GPTC have not been shared with the Supplier in the aforementioned manner, they shall nonetheless apply as along as the Supplier and the Recipient have previously made any business deals under the GPTC.

3. The Order or the Agreement shall be concluded only according to terms and conditions specified therein and in these GPTC. Any standard contracts, sales terms and conditions, caveats stipulated in confirmation of the Order, on websites or in any other documents or deeds of similar nature, either applied or referred to by the Supplier, shall be excluded with respect to the Order or the Agreement, unless they have been explicitly accepted by the Recipient in the Written Form on Pain of Nullity.
4. In any issues not governed in the GPTC, provisions of the Order or the Agreement shall apply. In case of any contradictions/discrepancies between the GPTC and the Order or the Agreement, the Order or the Agreement, respectively, shall prevail.
5. Any approximate or estimated quantity of the Goods specified by the Recipient in the Framework Agreement or otherwise as in the Agreement referred to in §2.1.c) hereof or in the Order shall not oblige the Recipient to purchase the quantity of the Goods specified in such a manner from the Supplier. Should the Recipient fail to purchase the quantity of the Goods specified in such a manner from the Supplier, the Supplier shall not have the right to lodge any claims against the Recipient on this account.
6. Any approximate or estimated quantity of the Goods specified by the Supplier in the Order, in the Agreement or otherwise shall be understood as the Supplier's declaration regarding its minimum production capacity which, in case of doubts, shall be deemed the minimum quantity of the Goods which the Supplier is ready to deliver to the Recipient.

#### **§4. Specific Order Related Provisions**

1. The Recipient's order shall be deemed to have been effectively placed when:
  - a) it has been signed by a person authorised by the Recipient or when it has been placed with the use of the Recipient's contact data;
  - b) it specifies the type, quantity and price of the Goods or the Services and a date of their delivery or provision.
2. The Order shall be deemed accepted by the Supplier (approved for fulfilment) once the Recipient receives confirmation of the Order or once the Supplier starts to deliver the given Goods/to provide the given Services, whichever comes first. Upon the lapse of 2 (two) Business Days, any Order not explicitly rejected shall be deemed accepted and binding for both Parties.
3. Any amendments, caveats or addenda concerning the Order shall be deemed the Supplier's counteroffer; in order to be effectively accepted by the Recipient, they need to be explicitly approved by the Recipient in the Written Form. An option involving tacit acceptance of the Supplier's offer or counteroffer or any other amendments to the Order is hereby excluded.

#### **§5. Specific Framework Agreement Related Provisions**

1. The Framework Agreement shall be performed by way of orders under the Framework Agreement to be placed by the Recipient.
2. An order under the Framework Agreement shall be deemed to have been effectively placed when:
  - a) it has been signed by a person authorised by the Recipient or when it has been placed with the use of the Recipient's contact data;
  - b) it specifies the type, quantity and price of the Goods or the Services, and a date of their delivery or provision.
3. An order under the Framework Agreement shall not require the Supplier's confirmation and shall be deemed accepted for fulfilment and binding for both Parties upon the placement thereof by the Recipient.
4. An order under the Framework Agreement may be accepted by the Supplier only in its entirety, without any amendments, caveats or addenda. An option of accepting the Order by way of submitting a reply with any amendments or addenda which do not materially change the content of an offer is hereby excluded.
5. Any amendments, caveats or addenda pertaining to an order under the Framework Agreement shall be deemed the Supplier's counteroffer; in order to be effectively accepted by the Recipient, they need to be

explicitly approved by the Recipient in the Written Form. An option involving the Recipient's tacit acceptance of the Supplier's offer or counteroffer or any other amendments to an order is hereby excluded.

6. The Recipient has the right to terminate the Framework Agreement, at least in the Written Form, with immediate effect at any time and without giving any reason. The Supplier has the right to terminate the Framework Agreement exclusively if the Recipient is in arrears with the payment of a price due to the Supplier for the Goods delivered or the Services provided for more than thirty days from a payment due date provided that it has previously called upon the Recipient, at least in the Written Form, to make the payment, setting an additional time limit for the payment of at least seven days.
7. In the scope not governed with this §5, the provisions of the GPTC concerning the Order shall apply accordingly to the orders under the Framework Agreement described above.

#### **§6. Goods and Services**

1. The Supplier warrants that the Goods delivered to the Buyer:
  - a) shall conform to requirements specified in the Order or the Agreement and laid down in applicable laws, norms and generally accepted industry standards;
  - b) shall have all attestations and approvals required either by law or customarily;
  - c) shall comply with all quality requirements stipulated in the Order or the Agreement;
  - d) shall be new and free of any claims and physical or legal defects, which shall include the fact that they shall not breach any copyrights or any other intellectual property rights;
  - e) shall be released in a complete condition, including components and accessories, along with all required documents.
2. The Supplier is obliged to provide the Recipient, at its request, with necessary clarifications concerning the legal and actual status of the Goods, in particular pertaining to the Goods' production dates and origin.
3. Together with the delivery of the Goods, the Supplier is obliged to provide the Recipient with any documents concerning the Goods as required under applicable laws, norms and the Agreement or the Order, including in particular instructions, certificates, certificates of origin, safety certificates, attestations and approvals. The delivery of the Goods without the required documents attached shall be deemed not performed.
4. The Service may be an independent object of the Order or the Agreement; alternatively, the Order or the Agreement for the delivery of the Goods may also include an obligation to provide the Services which, in particular, shall be rendered by the Supplier at the Recipient's premises.
5. The Supplier undertakes to cover any damage arising in connection with the delivery of the defective Goods or the undue provision of the Services, including to satisfy any claims resulting from a breach of intellectual property rights.

#### **§7. Delivery of the Goods and Provision of the Services**

1. A date of the delivery of the Goods or the provision of the Services shall be always specified in the Order or the Agreement.
2. The delivery of the Goods or the provision of the Services prior to a date specified in the Order or the Agreement shall be possible only upon the Recipient's prior consent. Otherwise, the Recipient shall have the right to return the Goods to the Supplier, at the Supplier's expense and risk, or to charge the Supplier with storage costs.
3. If the Supplier becomes aware that it will be unable to fulfil its obligations under the Order or the Agreement, either in whole or in part, or that it will be unable to conform to a date of the delivery of the Goods or the provision of the Services, it is obliged to promptly notify the Recipient thereof, in the Written Form, where such information has to include a reason(s) for the delay and an expected duration thereof. The acceptance by the Recipient of the delayed or partly delayed delivery of the Goods or provision of the Services shall not mean that the Recipient waives any rights (claims) related to the delayed/partly delayed delivery of the Goods or provision of the Services.

4. The Goods shall be delivered at the Supplier's expense and risk, according to the Incoterm DDP (Delivered Duty Paid), to the Recipient's registered office – ul. Piłsudskiego 23, 32-050 Skawina, unless another destination or delivery form is specified in the Order or the Agreement.
5. The Incoterm rules used in the Order shall always refer to their version applicable on the Order submission date.
6. The Recipient accepts deliveries and unloads the Goods on the Business Days from **7:00am to 4:00pm**. Delivery on Saturday by arrangement.
7. The Goods shall be deemed delivered once the Recipient confirms their unrestricted acceptance, with a signature of a person authorised by the Recipient to be put on relevant transport documents (a bill of lading, CMR or packaging list), and in the absence of these documents – on a delivery note or Goods' acceptance report.
8. The Services shall be deemed provided once the Recipient confirms their provision and unrestricted acceptance, with a signature of a person authorised by the Recipient, without any restrictions, to be put on an acceptance report.
9. In no circumstances shall any inspection, approval or acceptance of the Goods or the Services release the Supplier from responsibility for defects or any other irregularities in the fulfilment of requirements laid down in the Order or the Agreement.
10. The Supplier undertakes to store data related to the order of goods and/or services for a period of not less than 5 years. At the express request of the Recipient, it will provide documents for inspection/verification.

#### **§8. Price and Payment Terms**

1. Prices in the Order or in the Agreement shall be flat-rate ones, encompassing any costs of the Supplier related to the performance of the Agreement or the Order, including a profit, costs of work, provision of services and staff, in particular costs of accommodation, travel, insurance, documentation, technical support in a statutory warranty and warranty period, official charges, material purchase costs as well as any other costs which are customarily incurred in the performance of contracts of such type or which an experienced and professional entity could and should have foreseen. Any underestimation, change in circumstances, other situations or actions/omissions of the Supplier shall not create any right for the Supplier to request a price increase or to lodge any claims against the Recipient on this account.
2. Unless the Order or the Agreement explicitly provides otherwise, prices in the Order or the Agreement shall be net ones to be increased by the Supplier with the VAT at a rate applicable as at the date of an invoice issued in accordance with the Agreement or the Order. Any consequences resulting from the application by the Supplier of an inappropriate VAT rate or the inappropriate determination or calculation thereof shall be borne by the Supplier that is obliged, upon the Recipient's first request, to cover any consequential damage or losses, including sanctions, penalties, interest or similar charges either imposed or requested of the Recipient by competent tax authorities or by any other public bodies, including legal, court, administrative or similar costs resulting from the above.
3. In the case of the Framework Agreement, prices shall be indicated in a pricelist representing an appendix to the Framework Agreement; the prices indicated in such a manner shall be fixed throughout the term of the Framework Agreement and shall not be amended, terminated or modified, unless the Recipient gives consent thereto in the Written Form.
4. A price for the Goods shall be paid following the delivery of the Goods in accordance with the Agreement or the Order, upon the Recipient's unrestricted confirmation of the delivery of the Goods in the manner stipulated in the GPTC, i.e. with a signature of a person authorised by the Recipient to be put on relevant transport documents (a bill of lading, CMR or packaging list), and in the absence of such transport documents – on a delivery note or Goods' acceptance report.
5. A price for the Services shall be paid following the provision of the Services in accordance with the Agreement or the Order, upon the Recipient's unrestricted confirmation of the provision of the Services in

the manner stipulated in the GPTC, i.e. with a signature of a person authorised by the Recipient to be put on an acceptance report, without any restrictions.

6. A price shall be always paid based on a VAT invoice to be correctly issued and delivered to the Recipient by the Supplier or based on another accounting document compliant with laws of the Recipient's country, by means of a transfer to a bank account indicated on the VAT invoice or the aforementioned accounting document.
7. If required under applicable laws, VAT invoices or other accounting documents may be issued prior to the delivery of the Goods/provision of the Services, in particular in order to evidence any prepayments.
8. VAT invoices and other accounting documents shall comply with relevant requirements under applicable laws pertaining to the delivery of the Goods/provision of the Services.
9. An invoice should include a name of the Goods/Services, a quantity, a unit price and a value of the delivered Goods/Services, the Supplier's Tax Id. No. and payment terms compliant with terms and conditions specified in the Recipient's Order.
10. VAT invoices or other accounting documents shall be sent to the Recipient following the delivery of the Goods/provision of the Services, unless the Parties agree otherwise, taking into account applicable laws.
11. Payment terms shall be **30 days** (unless agreed otherwise in the Agreement or the Order) and shall run from the date of delivery the goods/services.
12. The Supplier shall deliver invoices to the Recipient in a paper form (i.e. by sending an original invoice to the Recipient's address specified in the Agreement or the Order) or by electronic means to the Recipient's e-mail address: <mailto:efaktura.odbior@npa.pl>. The selected form of delivering the invoices shall be specified in the Agreement or the Order; if it is not specified in the Agreement or the Order, the invoices shall be delivered in a paper form.
13. By issuing a VAT invoice, the Supplier represents and warrants that it is an active VAT taxpayer authorised to issue and receive VAT invoices.
14. Payment shall be deemed effected on a date when an amount due is debited to the Recipient's bank account.
15. The Supplier shall place a number of the Recipient's Order or of the Agreement on its invoice and other delivery documents.
16. If the Order or the Agreement is not performed in compliance with terms and conditions laid down in, respectively, the Order or the Agreement, the Recipient has the right to suspend payment, to prolong payment terms until the complete and correct performance of the Order or the Agreement or to deduct amounts due to it from the Supplier for the non-performance or undue performance of the Order or the Agreement. The Recipient shall have the right to make such deduction based on a unilateral declaration of will. This shall not limit the Recipient's right to enforce contractual penalties.
17. The Supplier's claims and obligations which might arise in the performance of the Order or the Agreement against the Recipient may not be assigned, taken over as part of a debt or otherwise encumbered for the benefit of third parties (e.g. through a pledge) without the Recipient's prior consent expressed in the Written Form on Pain of Nullity.

## §9. Inspection

1. The Recipient has the right to carry out inspections, at any time during the performance by the Supplier of the Order or the Agreement. To this end, the Recipient, having previously notified the Supplier, has the right to enter the Supplier's premises and inspect facilities and devices involved in the performance of the Order or the Agreement, during the Supplier's working hours. The Recipient and the Supplier shall bear inspection related costs on their own.
2. If an object of the Order or the Agreement is suspected to be non-complaint with terms and conditions laid down in, respectively, the Order or the Agreement in terms of materials used, the Recipient has the right to test a sample of the material in specialised laboratories. If following the above tests any discrepancies with norms/standards are detected, the Supplier shall cover costs of the laboratory tests incurred by the Recipient.
3. The inspections of such kind shall not serve as a basis for the Recipient's waiver of its rights (claims) under applicable laws, the Order or the Agreement.

**§10. Warranty and Statutory Warranty**

1. The Supplier shall grant the Recipient a quality warranty for the Goods for a period of 24 months (unless another period is agreed in the Order or the Agreement). A warranty period shall run from the date of releasing the Goods to the Buyer. For the warranty to be effective, no separate warranty document is required. The Supplier is obliged to fulfil its warranty obligations based exclusively on the GPTC (with potential amendments resulting from the Order or the Agreement) and in issues not governed herein – based on the Civil Code, without any additional terms and conditions or exclusions, e.g. necessity to possess original packaging or undergo any maintenance service available against payment.
2. In case of any defects of the Goods, the Supplier, at the Recipient's request, shall promptly commence to remove the defects at its own expense in a place where a defective item has been located when the defect has been identified, and undertakes to remove them within 7 days from the date of receiving a defect notification, at the latest. If the defects cannot be removed, the Supplier shall replace the Goods with new ones within the time limit specified above.
3. Any warranty notifications shall be sent to the Supplier in the Written Form.
4. The Supplier accepts that – if, despite a call made upon it by the Recipient, it fails to remove the defects within the time limit set or if it fails to replace the Goods with new ones – the Recipient shall have the right, without any additional terms and conditions, to have the defects removed by another entity, at the Supplier's expense and risk. If the defects cannot be removed, the Recipient has the right to buy the new Goods from another seller and charge the Supplier with relevant costs. The Supplier shall be always obliged to pay amounts due for the above reasons within 7 days from the date of receiving a relevant call for payment.
5. If the defects are removed by an entity other than the Supplier pursuant to §10.4 above, the Recipient shall not lose its warranty rights related to the Goods. If the defects are removed or the new Goods are delivered, a warranty period shall run anew from the date of removal of the defects or of delivery of the new Goods.
6. Any costs related to the fulfilment of the warranty obligations, including getting to or from a place where the defect has been detected, a place where the warranty obligation has been fulfilled, shipping costs, acceptance, loading and unloading of the Goods, delivery of the Goods after the removal of a defect and repair costs, shall be borne by the Supplier. The Supplier shall bear a risk of random loss or damage of a defective item from the moment of its release to the Supplier or to a carrier in order to be delivered to the Supplier for the purposes of fulfilling the warranty obligations (if necessary) until it is accepted by the Buyer.
7. The Recipient has the right to pursue, individually at its discretion or jointly, rights under warranty and rights under statutory warranty, on terms and conditions set forth in the Civil Code, except for Art. 563 of the Civil Code and subject to §10.8 below.
8. If a physical defect has been identified before the lapse of a year from the date of releasing a sold item, it shall be assumed that a defect or its root cause has existed at the moment of the transfer of a risk onto the Recipient.
9. The Recipient has the right to pursue its claims under warranty and/or statutory warranty also upon the lapse of a warranty period and/or a statutory warranty period as long as it has notified the Supplier of a defect before the lapse of the period.
10. If the Goods are covered with a warranty of a manufacturer or of an entity other than the Supplier, together with the release of the Goods the Supplier is obliged to provide the Recipient with a warranty card or another equivalent document issued by a warrantor, and the rights thereunder shall pass onto the Recipient together with the release of the Goods. Such rights shall not preclude or restrict the Recipient's rights under warranty and statutory warranty granted by the Supplier.
11. If the Recipient submits a complaint about the Goods/Service, the Supplier undertakes to respond to the complaint within 2 business days. The Supplier undertakes to present corrective actions within 30 days.



**§11. Additional Provisions**

1. The Supplier shall indemnify and hold the Recipient harmless from any potential claims of third parties related to the Services, the Goods, parts and materials delivered based on a patent, licence or registered designs, and whenever such indemnification is not possible – it shall cover any costs incurred by the Recipient on this account. In case of any claim related proceedings, the Supplier shall provide the Recipient with direct legal defence at its own expense.
2. The Supplier undertakes to run its business observing ethical standards and adhering to professional honesty, to observe regulations and organisational and safety rules at a place where the Goods are to be delivered/the Services are to be provided, in compliance with applicable OHS, human rights, labour law and competition protection regulations, and to combat unfair competition and corruption practices.
3. The Supplier represents that it is familiar with applicable environmental protection regulations; moreover, it undertakes, when performing sales/delivering the Goods/providing the Services, to respect the natural environment, in particular in terms of waste management and possible threats to the environment, and to comply with any environmental protection laws, including:
  - Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No. 793/93 and Commission Regulation (EC) No. 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (EU OJ 29.05.2007, L 136/3 as amended),
  - Polish Act of 27 April 2001 Environmental Protection Law (Journal of Laws 2008 No. 25, item 150 as amended),
  - Polish Waste Act of 14 December 2012 (Journal of Laws of 2014, item 695 as amended),
  - Packaging Management and Packaging Waste Act of 13 June 2013 (Journal of Laws of 2013, item 88 as amended), the Regulation of the Polish Minister of Health of 8 February 2010 on the List of Hazardous Substances, Their Classification and Labelling (Journal of Laws of 2010 No. 27, item 140 as amended),
  - Regulation of the Polish Minister of Health of 20 April 2012 on Labelling Packaging of Hazardous Substances and Hazardous Mixtures and Certain Mixtures (Journal of Laws of 2012, item 445), and any legal regulations replacing them. The Supplier shall be responsible for the management of waste arising in connection with the delivery of the Goods/provision of the Services, in conformity with the aforementioned regulations.
4. The Supplier is obliged to always submit, at the Recipient's request and on a date to be specified by the Recipient, an operation and maintenance manual of devices used by it to deliver the Goods/provide the Services, and the current measurement of its electrical installation, information on compliance with minimum safety requirements and a maintenance log with an entry confirming the fitness of the devices referred to in the preceding sentence. The Supplier using the devices which are subject to technical supervision is obliged to submit to the Recipient or a person appointed by the Recipient, for inspection, a valid decision of the Polish Office of Technical Inspection on the admission of the devices for use, and their attestations.
5. The Supplier is obliged to ensure, and shall be responsible for ensuring, that any individuals who operate means of transport and other devices (e.g. welders, saws, etc.) have relevant authorisations, are trained in terms of the OHS, in compliance with regulations applicable in a place where the Goods are delivered/the Services are provided, and are informed about threats at a workplace, a professional risk related to work performed, and, if required, have valid medical certificates, including psychological-aptitude tests. The Supplier is obliged to always submit the relevant documents to the Recipient or a person appointed by it, for inspection. At the Recipient's request, the Supplier is obliged to provide, and to oblige any individuals operating the means of transport and other devices referred to in §11.4 to unconditionally use, safety helmets, warning jackets, protective footwear and required individual protection measures in a place where the Goods are delivered/the Services are provided. The Supplier is obliged to equip the means of transport with an acoustic reversing warning signal and a warning light and ensure that these are used at a place where the Goods are delivered/the Services are provided. The Supplier is obliged to comply with rules of



traffic applicable in a place where the Goods are delivered/the Services are provided and in its direct proximity as instructed by the Recipient or a person appointed by it.

6. The Supplier is obliged to have a valid third-party liability insurance. The Supplier is obliged to always submit to the Recipient, at the Recipient's request and on a date to be specified by the Recipient, a policy of the insurance referred to in the preceding sentence, for inspection. The Supplier shall be fully liable before the Recipient and any third parties for any damage in property, health or life inflicted by the Supplier, its employees or any third parties acting on its behalf in connection with the performance of the Order or the Agreement. If any such claims are lodged against the Recipient, the Supplier shall indemnify and hold the Recipient harmless, and if this is not possible – it shall cover any costs incurred by the Recipient on this account.
7. The Supplier is obliged to keep a place where the Goods are delivered/the Services are provided during the delivery of the Goods/provision of the Services in a condition which shall not impede the correct operation of the Recipient's enterprise and shall not be a threat to the OHS and fire safety.
8. The Supplier is obliged to store any materials and equipment necessary to deliver the Goods/provide the Services in a place indicated by the Recipient or a person appointed by it. Upon the completion of its works, the Supplier is obliged to clean a place where the Goods are delivered/the Services are provided, and protect its equipment and materials.
9. When present at the Recipient's premises, the Supplier and any individuals engaged by the Supplier are obliged to observe any generally applicable OHS and fire regulations as well as any further regulations and rules pertaining to safety, work organisation, the OHS, fire safety and other similar procedures as specified by the Recipient, applicable on its premises.

## **§12. Liability**

1. In the case of:
  - 1) the Supplier's delay in the delivery of the Goods, or
  - 2) the Supplier's delay in the commencement or completion of the Servicesof more than 7 (seven) days respective to a date specified in the Order or the Agreement, the Recipient has the right to withdraw from the Order or the Agreement, and in the case of the Framework Agreement – from an order under the Framework Agreement, without prejudice to any further rights under the Agreement, the Order or applicable laws, which shall not give the right to the Supplier to lodge any claims against the Recipient on this account, regardless of any actual or legal basis.
2. A time limit for the exercise of the contractual right of withdrawal shall be 6 months from the occurrence of a circumstance serving as a basis for withdrawal.
3. Regardless of the right of withdrawal stipulated above or in the Order or the Agreement, the Recipient has the right to withdraw from the Order or the Agreement, and in the case of the Framework Agreement – from an order under the Framework Agreement, in cases set forth in the Civil Code.
4. The Recipient may seek a contractual penalty from the Supplier for the following reasons:
  - a) in case of a delay in the timely delivery of the Goods – in the amount of 1% of the net value of the Goods covered with the Agreement or the Order for each day of delay respective to a date specified in the Agreement or the Order, yet not more than 20% of such value in total;
  - b) in case of a delay in the timely commencement or completion of the Services – in the amount of 1% of the gross value of the Services for each day of delay respective to a date specified in the Agreement or the Order, yet not more than 20% of such value in total;
  - c) in case of a delay in the timely removal of defects under warranty or statutory warranty – in the amount of 0.5% of a gross price of the Goods or the Services specified in the Agreement or the Order for each day of delay respective to a date prescribed by the GPTC (or agreed in the Agreement or the Order), yet not more than 10% of such value in total;
  - d) in case of termination or withdrawal by the Recipient from the Agreement for reasons attributable to the Supplier – in the amount of 10% of the total gross value of the Agreement;
  - e) in case of withdrawal by the Recipient from the Order for reasons attributable to the Supplier – in the amount of 10% of the total gross value of the Order in question;

f) in case of the Supplier's breach of the non-disclosure obligation – in the amount of PLN 50,000.

5. The above contractual penalties shall not limit or prevent the Recipient from seeking compensation according to general rules, in particular from seeking supplementary compensation or compensation exceeding a contractual penalty.
6. The contractual penalties may be merged, added and cumulated. Withdrawal by any Party from the Agreement or the Order shall not repeal its right to request the payment of any contractual penalties accrued prior to the withdrawal or due to the withdrawal or for actions/omissions occurring prior to the withdrawal.
7. The Recipient may deduct any accrued contractual penalties from any amounts due to the Supplier, and the Supplier/Contractor gives consent thereto.

### §13. Confidentiality

1. The Supplier undertakes not to disclose any Confidential Information, including also any terms and conditions of the Order or the Agreement, to any third parties.
2. The following information shall not be the Confidential Information:
  - a) the information which at the moment of its disclosure has been generally known otherwise as through the Supplier's breach of the non-disclosure obligation specified herein;
  - b) the information which the Supplier is obliged to disclose under a decision of a court or competent public authority, in connection with any other court judgement under applicable laws or ongoing proceedings conducted by a competent public authority;
  - c) the information which has been disclosed by the Supplier with the Recipient's prior written consent;
  - d) the information about the cooperation between the Parties.
3. The Supplier has the right to use the Confidential Information exclusively for the purposes of the due performance of the Agreement or the Order.
4. The disclosed Confidential Information shall remain the Recipient's exclusive property, and its disclosure to the Supplier shall not mean that any right is granted to the Supplier to disseminate or use it, outside the limits specified herein.
5. The non-disclosure obligation specified herein shall not limit the Supplier's right to disclose the Confidential Information to its subcontractors and professional advisors to the extent necessary for the due performance of the Agreement or the Order. In such a case, the Supplier is obliged to ensure that any person receiving the information shall not disclose it to any other parties and shall use it exclusively for the purposes of the due performance of the Agreement or the Order, and it shall be liable towards the Recipient on this account.
6. The non-disclosure obligation is unlimited in time and may not be terminated or waived.

### §14. Personal Data

1. The Recipient shall be a controller, within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "GDPR"), of any personal data shared by the Supplier with the Recipient in connection with the Order or the Agreement.
2. Detailed information on purposes, legal bases and rules of processing personal data by NPA Skawina Sp. z o.o., including information concerning recipients of personal data, a data storing period and rights of data subjects is available on [www.npa.pl/rodo](http://www.npa.pl/rodo). The Supplier confirms to have read the aforementioned information on the processing of personal data; further, it shall inform individuals appointed for contact and cooperation purposes in the performance of the Order or the Agreement about an option to read the rules of the processing of personal data by NPA Skawina Sp. z o.o. in the aforementioned manner.

**§15. Final Provisions**

1. Based on Article 4c of the Act on preventing excessive delays in commercial transactions, i.e. of December 13, 2018, Journal of Laws of 2019 item 118 as amended, the Recipient declares that NPA Skawina Sp. z o.o. is a large enterprise within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of June 17, 2014 recognizing certain types of aid as compatible with the internal market in application of Art. 107 and 108 of the Treaty (Official Journal of the EU L 187 of 26.06.2014)
2. The invalidity or unenforceability of any part or provision of the GPTC, the Agreement or the Order shall in no way affect the validity or enforceability of any other part or provision of the GPTC, the Agreement or the Order. An invalid or unenforceable part or provision shall be deemed removed from the GPTC, the Order or the Agreement and replaced with a valid provision which best reflects an initial intention of the Parties, and in the absence of such a provision – other parts and provisions of the GPTC, the Agreement or the Order shall be deemed and performed as if the GPTC, the Agreement or the Order did not include the invalid or unenforceable part or provision. In the case of a discrepancy between any provision of the GPTC, the Agreement or the Order and mandatory rules of the law, such provision shall be deemed non-existent, and the mandatory rules of the law shall be applied in its stead.
3. If the Recipient does not make use of any right available to it under the GPTC, the Agreement, the Order or applicable laws, this shall not be deemed as a waiver by the Recipient of any such right.
4. In case of any proprietary changes involving the Recipient conducted during the fulfilment of the Order or during the Agreement term, the Order or the Agreement shall apply to the Recipient's legal successors. If the Recipient's enterprise or an organised part thereof is sold, any rights and obligations under the Order or the Agreement shall pass onto a buyer, and the Supplier gives consent thereto, which shall not require any annex to be made to the Order or the Agreement.
5. In issues not governed by the GPTC, the Agreement and the Order, provisions of the Polish law, in particular the Civil Code, shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980 is hereby excluded.
6. Any disputes arising in connection with the GPTC or transactions made based on the GPTC shall be settled by a Polish court of law competent for the Recipient's registered office.
7. The GPTC have been in force since **01 November 2023** and shall apply to all the Orders and Agreements concluded by the Recipient subsequent to this date.
8. The GPTC are posted on the Recipient's website, [www.npa.pl](http://www.npa.pl), and shall remain there to be consulted by any interested party on an ongoing basis.
9. The GPTC have been made in the Polish and English language versions. In case of any discrepancies between the versions, the Polish version shall prevail.