

General Terms & Conditions of Purchase
SITECH Sp. z o.o. with headquarters in Polkowice
Effective from 3 December 2019

§ 1

Definitions

1. Whenever in these SITECH Sp. z o.o. (hereinafter also: "SITECH") General Terms & Conditions the following terms are used it shall always be understood as:

1) **GTCP:** The GTCP constitute SITECH's General Terms & Conditions of Purchase.

2) **Goods:** Goods shall also include all forms of energy, water and steam as well as all kind of services.

3) **Order:** The Order is a document submitted to the Supplier by SITECH confirming the will and binding conditions of Goods purchase.

4) **Supplier:** Supplier means an entity submitting an offer to conclude a Contract to which SITECH addresses a request for quotation or Order or which is a party to the Contract under which SITECH purchases Goods.

5) **Written form:** Written form means a written form within the meaning of Article 78 of the Civil Code, unless otherwise specified in the GTCP. The submission of a statement by SITECH or the Supplier by fax or e-mail is also considered equivalent to a written form.

6) **Request for quotation:** The request for quotation is addressed to the Supplier by SITECH as part of the bidding contest conducted by SITECH.

7) **Force majeure:** Force majeure within the meaning of these GTCPs shall be deemed to be any unforeseen, unavoidable and serious event, such as, in particular, disasters caused by natural forces, war, riots, disorders, strikes, administrative and other measures.

§ 2

General provisions

1. These terms and conditions apply to all Contracts for the purchase of Goods (hereinafter also as: Contract), including activities related to or preceding the conclusion of such Contracts, as well as to the preparation and submission of offers by the Supplier in response to a request for quotation or SITECH Order.

2. Unless otherwise agreed, the GTCP in its current version shall apply. The current version of the GTCP in electronic format will be available on the SITECH website at: <https://www.sitech.com.pl/O-firmie/Warunki-dla-dostawcow>. The Supplier undertakes to read the current GTCPs valid as at the date of signing the Contract.

3. Unless SITECH and the Supplier agree otherwise in writing, the use of any Supplier's Contract templates shall be excluded. Acceptance of Goods by SITECH or payment for the Goods shall in no case mean acceptance of the Supplier's templates of Contracts.

4. If SITECH concludes an agreement with the Supplier, the GTCPs shall apply to it accordingly, provided that the agreement does not contain different, more specific or more extensive provisions. In the event

of a conflict between the content of the provisions of the Contract and the content of the GTCP, the provisions of the Contract shall prevail.

5. In the case of conflict between individual annexes to the agreement, the annexes with the higher number shall take precedence, following the Order indicated in point 6 below. If the annexes to the agreement have not been marked with numbers or are at the same level of Order indicated in point 6 below, the priority shall be given to the annexes which are the most recent ones.

6. For the purposes of interpretation of the agreement concluded between SITECH and the Supplier, the following Order of documents constituting a part of the agreement is adopted:

- a) Contract / Order placed by SITECH;
- b) protocol or protocols on negotiations between SITECH and the Supplier, with the content of protocols prepared the shortest before the date of the Contract being considered first;
- c) these GTCP;
- d) SITECH request for quotation;
- e) specification of technical requirements.

§ 3

Request for quotation and Offer

1. Any Orders placed by SITECH, the value of which exceeds EUR 3,000.00, shall be deemed binding only if they have been submitted or confirmed in writing.
2. Offers must be made in Polish or German. The offer must be complete and contain all information necessary to assess whether the Goods offered by the Supplier meet the requirements indicated in the request for quotation. SITECH may submit an offer form together with the request.
3. In case of offers submitted using the offer forms used by SITECH, the Supplier is obliged to include in the offer all information required by SITECH.
4. Submission of an offer by the Supplier is tantamount to acceptance of these GTCP.
5. The Supplier is obliged to indicate any discrepancies between the requirements specified in the content of the request and the content of the offer submitted by them and the reasons for his withdrawal from the requirements indicated by SITECH. The list of such discrepancies shall be attached to the offer submitted by the Supplier in the form of a separate attachment.
6. At any time, SITECH may request free submission from the Supplier of additional information or documents regarding the Goods being the subject of the offer.
7. The offer must clearly specify the currency and price. All prices are net prices, excluding the value added tax (VAT) in accordance with applicable law, unless explicitly stated otherwise. Unless otherwise stipulated, the prices indicated in the offer also include the costs of loading, transport, packaging, shipping, unloading and insurance of the Goods until they are delivered to SITECH at the headquarters of SITECH or in another place indicated in SITECH's request.
8. Offers should be sent to the address indicated in the request for quotation.

9. Request for quotation submitted by SITECH ceases to be binding if the Supplier fails to submit an offer within the deadline specified in each request.

§ 4

Special obligations of the Supplier in connection with the preparation of the offer

1. The Supplier is obliged to check - immediately upon receipt - the completeness and consistency of the documents provided by SITECH in connection with the submission of the request for quotation. The Supplier shall notify the SITECH unit from which it received the request of any missing documents and information, but not later than within three working days of receipt of the request.
2. The Supplier is obliged to indicate in the offer all deliveries and services necessary for the proper performance of the Contract.
3. Unless agreed otherwise, SITECH allows the possibility of submitting variants or alternative offers deviating from the conditions indicated in the request for quotation. However, this fact should always be indicated in the submitted offer.

§ 5

Conclusion and performance of the Contract

1. The conclusion of the Goods purchase agreement shall be made in writing within the meaning of § 1 (5) of these GTPC.
2. The purchase Contract is concluded upon submission the Order signed by SITECH in accordance with the internal regulations of the Order.
3. SITECH is entitled to exercise constant supervision over the manner of performance of the Goods purchase Contract.
4. The Supplier is obliged to perform the obligations arising from the Contract for the purchase of Goods in compliance with the requirements set out in generally applicable law and resulting from good business practices and the professional nature of the business conducted. This applies in particular to the Supplier's obligation to comply with national and international legal requirements regarding the design, construction or manufacture, transport and assembly of Goods. The Supplier shall be fully liable for any personal and property damages caused by violation of these regulations and standards. At SITECH's request, the Supplier will provide all certificates required by law and documents confirming the admission of the Goods supplied to trading and use.
5. If the condition for the operation or incorporation the Goods is obtaining a permit for their use or another official certificate or attestation allowing the Goods to be used, the Supplier shall obtain such decisions, certificates or attestations and submit them to SITECH no later than on the date of delivery of the Goods.
6. Each Party shall promptly inform the other Party of any important circumstances or events regarding the performance of the Contract, in particular of any difficulties and obstacles to its proper fulfilment.
7. In the event of a change in the completion date of individual stages of Contract execution or the final date of its execution, the Parties shall agree on new deadlines for the execution of obligations under the Contract. If the Supplier fails to meet the aforementioned deadlines, SITECH shall be entitled

to withdraw from the Contract. This shall not affect SITECH's right to demand compensation for damage resulting from the Supplier's failure to meet the deadlines.

8. The Supplier is obliged to carry out quality control of the Goods before they are delivered to SITECH. In particular, the Supplier shall be obliged to check whether the Goods have the agreed properties and are suitable for the use specified in the Contract or for the use normally accepted for such Goods.

§ 6

Invoices. Terms of payment.

1. The Supplier sends VAT invoices for the purchase of Goods to the address indicated in the SITECH Order. A VAT invoice will be issued each time in accordance with the applicable laws and must include in particular:

a) Supplier's tax identification number (NIP),

b) Supplier's identification number assigned by SITECH,

c) number and date of Order,

d) additional information agreed between SITECH and the Supplier (e.g. place of unloading, number and date of the bill of lading, quantity and identification numbers of Goods together with the index)

e) the price of Goods agreed in the Contract, with the amount of tax on Goods and services shown separately.

Unless otherwise agreed, the payment deadline is 30 days from the date on which the Supplier has delivered the Goods to the place of delivery previously agreed with SITECH.

2. If the Supplier ensures that VAT invoices are issued in electronic form in accordance with the requirements set out in applicable law, SITECH may agree to the issuing and sending of invoices in this form by the Suppliers.

3. The Parties consider the date of debiting SITECH's bank account as the date of payment.

4. If a VAT invoice was issued incorrectly, the Supplier shall issue an appropriate VAT correction invoice or a credit note upon SITECH's request. In such a case, SITECH shall not be charged with the consequences of delayed payment of receivables, including interest for the delay. In the case of early deliveries, the payment deadline is applicable according to the agreed date of delivery of Goods.

5. If the Parties have agreed a payment schedule, then SITECH shall make payments in accordance with this schedule.

6. If a down payment has been agreed, the payment of the down payment shall be subject to the presentation of a perpetual, irrevocable, unconditional and payable on first demand bank guarantee in the amount of the agreed down payment, unless otherwise agreed by the Parties. The guarantee shall be returned upon final settlement of the Goods delivery Contract.

7. In the event of improper performance of the Contract by the Supplier - i.e. performance contrary to the requirements and standards specified in the request for quotation / Order / Contract - SITECH shall be entitled to withhold payment or its relevant part until the proper performance of this Contract.

8. The agreed purchase price for the Goods is paid to the bank account indicated to SITECH by the Supplier in a separate letter before proceeding with the delivery. The Supplier is also obliged to inform SITECH in writing immediately - but not later than within 3 working days - of any change in the bank or bank account number. Failure to provide the above information by the Seller releases SITECH from liability for the correctness of bank transfers.

9. The Parties exclude the possibility of transferring the Supplier's claims from SITECH to third Parties.

§ 7

Production of Goods. Reporting changes. Tools.

1. If, in the course of performance of the Contract, it turns out that for technical or other important reasons it is necessary to deviate from the previously agreed characteristics of the Goods, each Party is obliged to notify the other Party and receive its acceptance in writing.

2. If the change referred to in paragraph 1 above affects the previously agreed purchase price or the compliance with the previously agreed delivery date of the Goods, the Parties shall agree on a new price as well as an appropriate new delivery date for the Goods, confirming the above arrangements in writing.

3. Any changes to the specification of Goods can be made only after receiving a written change of the Order. This does not apply to those works which must be undertaken in order to protect human life or health or to avoid significant damage to SITECH's or third Parties' property.

4. SITECH may provide the Supplier with the tools necessary to manufacture the Goods. These tools remain the property of SITECH or VOLKSWAGEN AG, and the value of the remuneration for their availability will be appropriately included in the price agreed upon by the Parties. The Supplier shall be obliged to use these tools solely for the purposes of performing the Contract concluded with SITECH.

5. The Supplier shall be obliged to conclude an insurance contract for the tools provided and to transfer to SITECH all the claims to which the Supplier is entitled from these insurance contracts. In addition, the Supplier shall be obliged to carry out at their own expense all repairs of the tools provided, informing SITECH each time of any damage to the tools.

§ 8

Delivery of Goods

1. Unless agreed otherwise, loading, shipment, transport and unloading of Goods ordered by SITECH shall take place at the Supplier's risk in accordance with INCOTERM 2010. The Supplier is obliged to conclude an appropriate insurance contract in transport.

2. Unless agreed otherwise, the Goods to be delivered shall be packed in accordance with commercial practices and according to the properties of the packed item. The Supplier shall be liable for damages resulting from defective packaging.

3. The receipt of the Goods will be confirmed on the delivery note issued by the Supplier. The confirmation is to be made by a person authorized to such an action on behalf of SITECH. The delivery note should contain the following details:

a) full Order number;

- b) quantity and Order units;
- c) designation of Goods;
- d) SITECH plant and unloading site;
- e) SITECH material indexes.

§ 9

Defects of goods. Control.

1. The Supplier is obliged to deliver Goods free from any physical and legal defects, in accordance with the Contract, along with complete documentation in Polish (such as: warranty card, operating instructions, safety data sheets, declarations of conformity, certificates, etc.), provided that the content the Contract itself is not reserved otherwise. The Goods subject to the Contract should contain all parts and elements necessary for their proper, correct and trouble-free operation, even if they were not explicitly indicated in the request for quotation or Order.
2. SITECH is obliged to carry out a preliminary inspection including checking the compliance of the delivered Goods with the Order, visible deficiencies and defects, transport damage and quantity control. Any defects or quantity shortages detected by SITECH during the preliminary inspection will be reported to the Supplier immediately after their disclosure. The deadline for the removal of the defect will be agreed with SITECH.
3. To the extent not specified in section 2 above, the Goods will be checked by SITECH during inspections accompanying the production process and during final inspections. Defects found in this way will be notified to the Supplier immediately after they are found by SITECH.
4. SITECH is not obliged to accept defective Goods other than those specified in the Contract or delivered in the wrong quantity.
5. Without prejudice to its rights under relevant laws or contracts, SITECH is entitled to accept Goods which are not free from defects. In such a case, the Parties shall agree on an appropriate time limit within which the Supplier shall be obliged to remove the defects / reduce the remuneration due to the Supplier accordingly.

§ 10

Warranty and Guarantee

1. The Supplier shall be liable for defects in the Goods in accordance with the applicable law, including in particular the provisions regulating the warranty for defects in the Goods sold.
2. In the event that the delivered Goods turn out to be defective, the Supplier is obliged - at SITECH's choice - to remove the defects or to re-deliver the Goods free from defects, unless for technological and/or production reasons, the re-delivery would be economically unjustified for SITECH. If the Supplier is unable to fulfil the request made by SITECH within a reasonable time limit set by SITECH, then SITECH may withdraw from the Contract and return the Goods at the risk and cost of the Supplier. SITECH's claims for the reduction of the prices of the defective Goods as well as for the repair of the damage and the payment of contractual penalties resulting from the delivery of the defective Goods by the Supplier remain unaffected.

3. If, despite the ineffective expiry of the deadline set by SITECH in accordance with paragraph 2 above, SITECH does not withdraw from the Contract, then it may remove the defects of the Goods itself or have them removed by a third party. The costs incurred this way shall be borne by the Supplier. SITECH is entitled to deduct the costs related to the performance of the aforementioned repairs from the Supplier's receivables to SITECH.
4. In the event that the Goods delivered again - in accordance with paragraph 2 above - are defective, SITECH will be entitled to withdraw from the Contract without setting another date for the Supplier to deliver Goods free from defects.
5. In the event that defects in the Goods delivered by the Supplier may cause a direct threat to health or significant damage to property, SITECH shall be entitled to immediately remove - by itself or by third Parties - defects in the Goods at the Supplier's expense and risk. If possible, SITECH shall immediately inform the Supplier about the defect and, if possible, ensure the Supplier's participation in the removing defects in the Goods.
6. If, despite SITECH's compliance with the obligations set forth in the GPC, a defect in the Goods is detected only after their processing has started, then SITECH may demand compensation from the Supplier for additional expenses resulting from the delivery of defective Goods. If the delivery of defective Goods results in stopping SITECH's production, the Supplier shall also be obliged to pay compensation for lost profits for each case of stopping production.
7. Compensation claims for the lack of characteristics of the Goods, the existence of which the Supplier has ensured, as well as claims for the Supplier's liability for a dangerous product remain unaffected.
8. Unless agreed otherwise, the warranty rights expire 24 months after the delivery to SITECH.
9. The Supplier undertakes to provide SITECH each time with a guarantee document for the Goods delivered, covering a period of 24 months from the date of delivery.
10. At the request of SITECH, the Supplier is obliged to conclude a civil liability insurance contract within the scope of its own business, in particular with regard to damage caused by a hazardous product and damage to the natural environment, as well as to present a document confirming the conclusion of a civil liability insurance contract with detailed insurance terms and conditions.

§ 11

Supplier's Liability and Delay

1. Except for the cases indicated in these GTCP, the delivery date of the Goods is binding for the Supplier.
2. The supplier is obliged to immediately inform the SITECH Purchasing Department, in writing, about the intention of earlier delivery of Goods as well as about the delay in delivery of Goods. SITECH may refuse to accept Goods before the agreed date of delivery. In case of refusal, the Supplier shall bear all costs and risks related to the storage of Goods until the agreed date of delivery of the Goods.
3. Unless the Parties expressly stipulate otherwise, if the Supplier exceeds the intermediate deadlines for the performance of services specified in the Order, the Supplier shall be obliged to pay SITECH a contractual penalty in the amount of 0.2% of the Order's net accounting amount (excluding value added tax) for each working day of delay. The above does not exclude SITECH's right to claim damages in excess of the amount of the contractual penalty.

4. Unless the Parties expressly stipulate otherwise, if the Supplier exceeds the final deadline for the performance of the services specified in the Order, the Supplier shall be obliged to pay SITECH a contractual penalty in the amount of 0.2% of the Order's gross accounting amount for each working day of delay. In such a case, the contractual penalty may not exceed 5% of the Order's gross accounting amount. The above does not exclude SITECH's right to claim damages in excess of the amount of the contractual penalty.

5. In the event that the delay indicated in paragraphs 3 and 4 above arises for reasons beyond the control of the Supplier, SITECH may release the Supplier from the obligation to pay contractual penalties indicated in the abovementioned provisions.

6. If SITECH as a result of force majeure cannot collect the Goods in the agreed place, the Supplier shall not be entitled to any compensation claim against SITECH for the delay in collecting the Goods. In this case, the Supplier may also not demand that SITECH fulfil its contractual obligations. If possible, SITECH shall notify the Supplier of the estimated duration of obstacles caused by force majeure. For the duration of such obstacles, the Supplier shall be obliged to store the Goods properly at its own expense and risk.

§ 12

Assignment of claims, Set-off

1. The Supplier may not, without SITECH's prior written consent, transfer to the third party the claims it has against SITECH under the Contract for the purchase of Goods or authorise third Parties to pursue these claims.

2. The Supplier may not limit SITECH's statutory right to refrain from providing a counter-performance to the Supplier or to set off any mutual claims by SITECH.

3. The Supplier hereby authorizes SITECH to make deductions of all debts owed to SITECH against the Supplier with all debts owed to SITECH.

§ 13

Intellectual Property Rights

1. SITECH or Volkswagen AG shall have all rights, including intellectual property rights, with respect to all drawings, sketches, calculations and other documents as well as models and templates provided to the Supplier in connection with the Contract conclusion. The subjects of these rights may not be made available to third Parties without the prior written consent of SITECH. The Supplier may use them solely for the purpose of performing the Contract concluded with SITECH and after its execution they should be immediately returned to SITECH without a separate request from SITECH.

2. Logos and trademarks as well as SITECH part numbers should be placed on the Goods if it results from the documents provided by SITECH in connection with the performance of the Contract or if SITECH gives the Supplier such an order. Goods marked in this way may be transferred solely to SITECH.

3. In the case of a justified return of Goods marked with a logo or a trademark or a part number of SITECH, caused inter alia, by defects or any other inconsistency of the delivered Goods with the inquiry/order, the Supplier is obliged not to make them available to third Parties in any form, unless it irrevocably removes the abovementioned marks and obtains an express written consent of SITECH.

4. The Parties agree that all rights to obtain a patent for an invention or a protection right for a utility model, as well as the rights from registration of a transmission design in relation to inventions and designs created in connection with or on the occasion of performing the Contract for the purchase of Goods are vested solely in SITECH.

5. The Supplier is obliged to provide SITECH with complete documentation regarding the designs and inventions referred to in paragraph 4. above.

6. All drawings, designs, patterns, etc. prepared by the Supplier in accordance with SITECH's specifications, which may constitute a "work" within the meaning of the Polish Copyright Act of February 4th, 1994, hereinafter referred to as "Works", shall become the unlimited property of SITECH within the Supplier's remuneration under the Contract/Order. The transfer of proprietary copyrights means each time the Supplier's consent to SITECH's exercise of all the dependent copyrights to the Works.

7. The Supplier hereby declares that if, in connection with the performance of the Contract / Order, it creates a Work, as part of its remuneration, it will transfer to SITECH all ownership rights to the Works, applicable in all known fields of use, in particular:

- within the scope of recording and reproduction of the Work: making copies of the Work by any technique, including printing, reprography, magnetic recording and digital technique;
- within the scope of trading of the original Work or copies on which the Work has been recorded: distribution, lending or rental of the original or copies;
- within the scope of dissemination of the Work, in a way other than specified in the previous sentence: public performance, exhibition, display, reproduction and broadcasting and re-broadcasting, as well as making the Work available to the public in such a way that everyone can have access to it at a place and time of their choice (including through telecommunications and IT networks, also the Internet);
- placing the original or copy of the Work on the market (dissemination), to the computer, server or other device memory, lending or renting the original or copy of the Work;
- carrying out, individually or by means of a third Party, modifications to the Work, and derivative Works, translations, adaptations, redistributions or other changes to the Work;
- placing the Work on computer resources, the Internet or other telecommunication network, using the Work during public shows;
- use of the Work recorded in any form, including in polygraph form or saved on material carriers.

8. The Supplier shall refrain from exercising author's personal copyrights to the Work, including the fact that it shall not require SITECH to place labels with its name or other labels related to its authorship on the Works, as well as the right to control/supervise the use of the Works. The Supplier shall also ensure that this provision is observed by all persons involved in the process of creating the Work.

9. All planning documents (designs, drawings etc.) will be forwarded to SITECH on the delivery date specified by the Parties in the Contract/Order, together with any further agreed documents and/or documents necessary for operation and maintenance, such as source codes, manuals and assembly instructions (other documents).

10. The Supplier shall be fully liable for claims for damages or other claims raised by authorized third Parties in connection with possible infringements of their copyrights or industrial property rights made in connection with the performance of the Supplier's purchase Contract.

11. If as a result of infringement of the third Party rights by the Supplier, the authorised third Party requests from SITECH to cease using the Goods, then the Supplier shall be obliged to remove the infringement and its effects at their own expense. The above does not exclude the possibility of SITECH's claim for further compensation as well as the submission of other claims in order to remove or reduce the damage caused by the infringement of the third Party rights by the Supplier.

§ 14

Protection of confidential information

1. The Parties undertake to keep secret and not to transfer, disclose or use without the written consent of the other Party any information obtained during the term of the Contract, in particular trade secrets and secrets concerning the enterprise of the other Party, as well as related clients and other entities and content of the agreement.

2. The Parties are also obliged to keep the fact of concluding the Contract secret, unless the mandatory provisions of law require that it be disclosed to persons legally entitled to obtain such information. The Supplier may provide information on cooperation with SITECH for advertising purposes only after obtaining SITECH's prior written consent.

3. If the Supplier breaches the obligations set forth in this paragraph, the Supplier shall pay a contractual penalty of EUR 50,000.00 to SITECH for each breach. In the situation described above, SITECH shall be entitled to terminate the contract to which the breach relates with immediate effect. SITECH reserves the right to claim damages exceeding the amount of the stipulated contractual penalty.

§ 15

Final Provisions

1. The supplier shall be obliged to return immediately, at SITECH's request, all letters and documents which certify or confirm its authorization or the authorization of other persons to undertake actions on behalf of SITECH. The document should be returned as soon as possible after the completion of the activities specified therein, unless the original document has been submitted to a competent administrative authority or court. In this case, an official confirmation of the original document must be submitted without delay.

2. Contracts with Suppliers regarding the supply of Goods are subject solely to Polish law, unless the Contract expressly indicates otherwise. Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods are excluded.

3. Any changes to the content of the legal relationship between SITECH and the Supplier require written form under pain of nullity.

4. The provision of paragraph 3 above does not apply to the change of the content of these GTCs if the Supplier does not object to the changes in writing or by fax or email immediately after receiving the changed content of the Conditions.

5. If one or more provisions of the contracts or GTCPs are or become invalid or ineffective, the validity or effectiveness of the remaining provisions shall not be affected. The invalid or ineffective provision shall be replaced by a contractual provision or GTCP that comes closest to the objective pursued by the Parties.
6. The reservation of contractual penalties in contracts or GTCP does not exclude SITECH's right to claim damages in excess of the amount of reserved contractual penalties.
7. The Parties undertake to resolve any disputes that may arise from or in connection with the performance of the Contract by amicable means.
8. If the Parties fail to reach an amicable settlement, the dispute will be settled by a common court having jurisdiction over SITECH's seat.