

General terms and conditions of purchase

1. General provisions

- a. These General Terms and Conditions of Purchase (hereinafter: "**GTCs**") apply to all contracts for the purchase of goods (hereinafter: "**Goods**"), provision of services or performance of works (hereinafter: "**Works**") for the benefit of AIUT Sp. z o.o. with its registered office in Gliwice (hereinafter: "**Purchaser**") on the basis of individual orders (hereinafter: "**Order**") submitted to a supplier of Goods or Works (hereinafter: "**Supplier**") and are an integral part of each Order.
- b. The Supplier declares that, in the course of its business, it will strive to carry out its obligations in their entirety with the utmost professional diligence.

2. Orders

- a. The Ordering Party will place orders based on the quotation received from the Supplier. The Supplier may not change the terms of the quotation after the Order has been placed, unless such changes are expressly accepted by the Ordering Party.
- b. The Supplier is obliged to confirm acceptance of the Order within 3 days of receipt. If it does not respond or expressly object to the contents of the Order within this period, it shall be deemed accepted. The Supplier's accession to the execution of the Order is equivalent to acceptance of the Order without objection.
- c. The Supplier may not transfer the exercise of its rights or obligations to third parties without the consent of the Ordering Party, expressed in writing under pain of nullity.
- d. If the performance of obligations is transferred to third parties, the Supplier shall be fully liable for the acts or omissions of such parties as for its own acts or omissions.

3. Order Processing

- a. The Order shall be deemed fulfilled only if the Goods delivered to the Ordering Party or the Work performed are in accordance with the with the Order in terms of quality, quantity, price, and date and place of execution, and the Ordering Party confirms in writing the acceptance of the Goods or Work and the documents delivered with the Goods or Work without reservation.
- b. Along with the Goods or Works, the Supplier shall provide all necessary documents, including technical documentation, quality control certificates, material certificates, ex certificates, warranty documents, approvals.
- c. In the event of non-performance or improper performance of the Order by the Supplier, in particular in a manner inconsistent with the provisions of the Order, the Ordering Party shall have the right, at its option, to:
 - (i) Supplier's replacement of the Goods with defect-free Goods or redoing the Work to the extent indicated,
 - (ii) removal by the Supplier of any identified defects or supplementation of deficiencies within a time limit set by the Ordering Party,
 - (iii) A corresponding reduction in price,
 - (iv) withdraw from the contract in part or in whole, including by refusing to accept the Goods or part thereof and returning them at the Supplier's expense, including charging the Supplier for storage costs,
 - (v) order the unperformed or improperly performed scope of supply of Goods or Work from a third party at the expense and risk of the Supplier.
- d. The Ordering Party shall be entitled to amend the Order submitted, by increasing or decreasing the scope of the subject of the Order to an extent not exceeding 50% of the original Order or extending the completion date up to 6 months from the original dates, and the Supplier shall be obligated to execute the amended Order. If the aforementioned change results in an increase or decrease in the cost or time required for the execution of the Work or delivery of the Goods, these items will be adjusted in the Purchase Order accordingly. Any claims by the Supplier in this regard may be made within 7 days of receipt of the revised Order. The Supplier's failure to make claims within the above period shall be deemed a waiver thereof.

4. Deadlines

- a. The Supplier shall implement the Order in accordance with the deadlines indicated therein. Any deviation from the agreed term of the Order must be confirmed in writing by the Ordering Party, otherwise it will constitute a violation of the terms of the contract.
- b. In the event that the Supplier is delayed with respect to the Order completion date indicated in the Order, or delays in the commencement or execution of the Order, giving rise to the presumption that timely completion of the Order is not likely, the Ordering Party shall have the right to withdraw from the Order in whole or in part, without having to set an additional period for performance and without being obliged to pay any compensation.

5. Delivery of Goods

- a. Unless otherwise indicated in the Order, all deliveries of Goods are made to the address: 113 Wyczółkowskiego Street, 44-109 Gliwice, in accordance with the DDP Incoterms 2020 formula, on working days from Monday to Friday, from 8:00 am to 4:00 pm.
- b. If the Goods have been delivered in returnable packaging (e.g., pallet, cable drum) then the Supplier is obliged to collect them at its expense.
- c. The delivery document (waybill) should specify in its content the order number assigned by the Ordering Party. Goods delivered by the Supplier should be secured (packed) in a manner suitable for the means of transport used and ensuring their integrity and intactness during transportation and unloading. In addition, the Goods should be labeled in a legible and permanently allowing full and quick traceability.



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Tax ID (NIP): PL6310200340
Statistic number (REGON): 271030123
Waste management (BDO): 000003515
District Court in Gliwice
Court registrar number (KRS): 0000136839
Initial capital: 200.000,00 PLN

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- d. Taking into account all circumstances, the type of Goods to be transported and their quantity, the Supplier will select the appropriate means of transportation. Unless otherwise indicated in the Order, the responsibility for the Goods during delivery/transportation shall be borne by the Supplier.

6. Warranty and guarantee

- a. The Supplier guarantees that the Goods and Works supplied by it shall be free from physical and legal defects and in accordance with the requirements specified in the Order, and in addition, the Goods supplied shall be new.
- b. Unless otherwise specified in the Purchase Order, the Supplier shall provide a quality warranty for a period of 24 months from the date of acceptance of the Goods or Works, respectively, unless they are covered by a longer manufacturer's warranty, in which case the longer period shall apply.
- c. If the delivered Goods or the subject of the supplies covered by the Work have the manufacturer's declared shelf life / minimum shelf life, at the time of delivery to the Ordering Party, not less than 80% of this period should remain.
- d. The Supplier guarantees and warrants to the Ordering Party the availability and delivery of quality replacement parts or components for the Goods delivered under the Order or the subject matter of the supplies covered by the Work, for a period of not less than ten (10) years from the date of final acceptance of the subject matter of the Order.
- e. During the warranty and guarantee period, the Supplier is obliged to consider complaints submitted to it within 3 days from the date of receipt. If this deadline is not met, the Supplier is deemed to have acknowledged the complaints and is obliged to rectify the reported defects.
- f. The Supplier shall be obliged to remove defects and faults within the period indicated by the Ordering Party, but not less than 3 days. After ineffective lapse of this period, the Ordering Party may take its own corrective actions or entrust such actions to a third party, at the expense and risk of the Supplier. The above shall not affect the rights of the Ordering Party with respect to contractual penalties, nor shall it relieve the Supplier from liability under the warranty and guarantee.
- g. The Supplier, at the option of the Ordering Party, shall be obliged to repair or replace the defective Goods with new ones or, in the case of Works, to redo them in the correct manner.
- h. Notwithstanding the rights under the warranty, the Supplier shall be liable to the Ordering Party under the warranty in accordance with the provisions of the Civil Code. Unless the Supplier and the Ordering Party agree otherwise, the warranty period shall be two years from the date of delivery of the Goods, and if the term of the warranty provided by the Ordering Party is longer than two years, then the warranty period shall be equal to the period of the warranty provided.

7. Price

- a. The price for the Goods and Works is determined by the Order.
- b. Unless otherwise indicated in the Purchase Order, the price stated therein shall include all amounts due to the Supplier from the Ordering Party for its performance, including, but not limited to, applicable taxes, duties, packaging and delivery costs.

8. Invoices and payments

- a. A separate VAT invoice shall be issued for each Order, unless otherwise agreed by the Parties.
- b. The basis for issuing a VAT invoice is confirmation of acceptance of the subject of the Order or its agreed part by the Ordering Party.
- c. The Supplier shall be obliged to provide the Ordering Party with a VAT invoice within a maximum period of 14 days from the date of acceptance of the subject of the Order or its agreed part.
The Supplier shall indicate on each VAT invoice the Purchase Order number, the correct PKWiU code (for Works) or the correct Combined Nomenclature code (for goods). If there is no CN code, the PKWiU code must be indicated. Failure to provide the above data, may result in a delay in payment due to the inability to enter a VAT invoice into the Purchaser's system. In such case, the Supplier shall not be entitled to claim interest for delay in payment of such VAT invoice. The Supplier shall be liable for violation of the above obligation and shall be obliged to cover damages incurred by the Ordering Party for this reason on this account.
- d. The supplier at the same time guarantees the authenticity of origin, integrity of content and legibility of the invoice.
- e. Payment will be made on the basis of a correctly issued VAT invoice of the Supplier on the payment date indicated in the Purchase Order.
- f. The running of the payment period will be calculated by the Parties from the date of delivery of a properly issued VAT invoice to the Ordering Party.
- g. A defectively issued VAT invoice does not constitute a basis for payment, and the payment period does not begin its course.
- h. In the event that the Supplier presents a defective VAT invoice, the Purchaser may send back the defective VAT invoice without accounting.
- i. The Ordering Party may withhold payment for an invoice covering the purchase of defective Goods or improperly performed Work until the complaint procedure is completed.

9. Force majeure

Neither Party shall be liable for non-performance or improper performance of the Order caused by an extraordinary and unforeseeable event beyond the control of either Party.



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10. Responsibility

The Supplier shall ensure that all Goods and the results of its Works, delivered pursuant to the Purchase Order, shall be free from legal defects, in particular, it shall ensure that the use and disposal of the results of the Works and Goods by the Ordering Party, its licensees or successors in title, shall not violate any rights of third parties, in particular copyright, business secrets, industrial property rights or personal rights vested in such persons. The Contractor shall be liable for legal defects in the results of the Work and Goods on a strict liability basis. In the event that a third party makes a claim related to a legal defect of any result of the Works or any Goods supplied by the Supplier, the Supplier shall indemnify the Ordering Party from any liability arising from such claims, including the costs and damages associated with defending against such claims.

11. Sanctions

- a. Supplier represents and warrants that it is not in violation of, and shall not be in violation for the term of the Agreement and that all of its affiliates, (owners, employees, directors, officers, consultants, agents and/or representatives, and its beneficial owners) shall not be in violation of any economic sanctions, financial sanctions, trade embargoes, prohibitions on the introduction or movement of goods originating in Russia or Belarus, other statutory or regulatory sanctions, restrictive measures or other instruments that restrict cooperation with certain countries or persons, prohibit trade in the goods or services in question (collectively, the "Sanctions") - imposed, implemented and/or enforced from time to time by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the United Nations, the United Kingdom, the European Union including Poland and the other member countries, or any other relevant governmental authority in any applicable jurisdiction (the "Sanctioning Authority"), any of the foregoing Sanctions may be supplemented or superseded by the aforementioned Sanctioning Authority.
- b. The Supplier further represents and warrants that neither the Supplier nor its affiliates, owners, employees, directors, officers, consultants, agents and/or representatives and its beneficial owners are subject to the Sanctions, including:
 - (i) A person on the U.S. Designated and Blocked Persons List (the "SDN List") or any other Sanctions List maintained by any other Sanctions Issuing Authority, bearing in mind that the designated lists are subject to changes and updates, including lists of terrorist organizations, lists of international drug cartels, and persons associated with activities related to weapons of mass destruction;
 - (ii) a resident of a country or a company incorporated and operating under the laws of a country or in the territory of a country subject to Sanctions or whose government is subject to Sanctions ("Sanctioned Country");
 - (iii) directly or indirectly owned or controlled by or acting for or on behalf of any of the entities indicated above.
- c. The Supplier further represents and warrants that:
 - i. none of its subcontractors, sub-suppliers or Persons in the Supplier's supply chain is a Sanctioned Person and performance of the Contract involving such Persons does not violate any Sanction,
 - ii. no product, component or raw material from the Sanctioned Countries or regions shall be used by the Supplier for the performance of the Contract,
 - iii. no bank or person affiliated with such bank that is involved in the execution of the Agreement or the transfer of money or the settlement of the Agreement is a Sanctioned Person and the execution of the Agreement involving such bank or person does not violate any Sanctions,
 - iv. the execution of the order does not violate the prohibitions on the provision of any technical assistance, intermediation or any other services related to the goods and technologies that are covered by the Sanctions or their changes/updates in the future,
 - v. implementation of the order does not violate the prohibitions on entry or movement in the territory of Poland of goods originating in Russia or Belarus under heading 2701 or 2704 of the Combined Nomenclature (CN) called "coal", including other goods that may be subject to changes / updates to the Sanctions. At any request of Aiut sp. z o.o., regardless of the country of origin, the Supplier shall have and make available documents confirming the country of origin of coal and other goods which may be subject to changes/updates in the Sanctions,
 - vi. is not a party to any contract, does not place any orders or purchase any services involving Sanctioned Persons/goods.
- d. In the event of the application of new Sanctions, including but not limited to sectoral sanctions, or the reinstatement of previously applicable sanctions, in any case where the performance of the Contract is inconsistent with applicable law, Aiut Ltd. may unilaterally terminate the contract.
- e. The Supplier shall immediately notify Aiut sp. z o.o. if any statements made under items I through III become untrue during the term of the Agreement.

- f. If, in the reasonable opinion of Aiut sp. z o.o., any provision of clauses I through V has been violated, then Aiut sp. z o.o. shall be entitled to suspend and/or terminate performance of its obligations under the Contract at any time with immediate effect and without liability to the Supplier. The Supplier shall also indemnify Aiut sp. z o.o. on first demand and hold Aiut sp. z o.o. harmless from any losses, costs, fines or payments that Aiut sp. z o.o. may be required to incur as a result of the Supplier's breach of its representation under any provision of clauses I through III or any of its obligations under provision V The above provision shall remain in effect after termination of the Agreement.
- g. "Person" - means any individual, corporation, partnership, joint venture, association, trust, unincorporated organization or government or any agency, department or political subdivision.

12. Contractual penalties

- a. In the event that the Supplier delays the execution of the Purchase Order in relation to the deadline indicated therein, the Ordering Party may charge the Supplier a contractual penalty in the amount of 0.5% of the net value of the Purchase Order in question for each started day of delay.
- b. In the event of a delay in the removal of defects found upon acceptance or during the warranty and guarantee period, the Ordering Party may charge the Supplier a contractual penalty in the amount of 0.5% of the net value of the Order in question for each commenced day of delay, calculated from the expiration of the deadline set by the Ordering Party for the removal of defects.
- c. In the event that the Ordering Party exercises its right to terminate the Order (termination or withdrawal, respectively) the fault of the Supplier, and in the event that the Order (termination or withdrawal, respectively) is terminated by the Supplier for reasons beyond the control of the Ordering Party, the Supplier agrees to pay to the Ordering Party a contractual penalty in the amount of 15% of the net value of the entire Order, or its unfulfilled portion - if the termination concerns only a portion of the Order.
- d. If the contractual penalty does not cover the damage suffered by the Ordering Party, the Ordering Party may seek supplementary damages on general principles.

13. Intellectual property rights

- a. Subject to subsection b below, within the scope of the price indicated in the Order, the Supplier grants the Ordering Party a territorially unlimited and time-limited, non-exclusive license to use intellectual property rights to works within the meaning of the Law on Copyright and Related Rights (hereinafter "Works") supplied as part of the delivery of the Goods or performance of the Works, including in particular software, to the extent necessary to use them for their intended purpose.
- b. With respect to the Works created by the Supplier as a result of the Work under the Purchase Order, the Supplier shall transfer to the Ordering Party, within the price indicated in the Purchase Order, the proprietary copyrights to such Works, in the following fields of exploitation:
- (A) with respect to Works constituting computer programs: i. permanent or temporary reproduction of the Works in whole or in part by any means and in any form, including the reproduction of the Works made during the introduction, display, use, transmission or storage of the Works, including the fixation and reproduction of the Works by any technique, including magnetic recording or digital technique, such as recording on a CD, DVD, Blu-ray, flash memory device or any other storage medium; ii. translation, adaptation, rearrangement or any other modification of the Works; iii. circulation, marketing, lending or leasing, as well as dissemination of the Works or copies thereof in any other way; The Supplier shall be obliged to issue source codes for the software to the Ordering Party;
- (B) with respect to Works that are not computer programs: i. in the scope of recording and multiplication of Works - production of copies of the Works by a specified technique, including printing, reprography, magnetic recording and digital technique, ii. in the scope of trading in the original or copies on which the Works have been recorded - introduction into circulation, lending or rental of the original or copies, iii. within the scope of distribution of the Works in a manner other than trading in the original or copies on which the Works have been fixed - public performance, exhibition, display, reproduction, as well as broadcasting and rebroadcasting, as well as making the Works available to the public in such a way that everyone can have access to them at a place and time of their own choosing.
- c. Along with the transfer of author's economic rights to the Works, the Supplier agrees to transfer to the Ordering Party the exclusive right to authorize the exercise of the author's derivative right to develop the Works in the fields of exploitation indicated above.

14. Supplier Code of Conduct.

- a. The Supplier declares that it has read and agrees to comply with the Ordering Party's Code of Conduct for Suppliers available at <https://aiut.com>.
- b. The Supplier agrees to comply with all applicable laws, including those relating to human rights, environmental laws, and labor, health and safety, and overtime. In particular, the Supplier will apply the principles derived from the Ordering Party's ethical and organizational principles published on its official website.
- c. By accepting the Order, the Supplier also represents that:
- (A) does not tolerate child labor or forced labor in connection with the production and sale of Goods or the performance of Work; strives to reduce and rationally manage the consumption of raw materials and natural resources (within the framework of sustainable resource management) including water (water quality and consumption), soils (soil quality, biodiversity, land use and deforestation) and animal welfare;
- (B) complies with all regulations on chemical management and waste management, including striving to minimize waste generation (reducing



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- waste and greenhouse gas emissions, decarbonization) and energy consumption (better energy efficiency and renewable energy);
- (C) takes care of air quality;
 - (D) conducts its business in full compliance with all applicable antitrust and competition laws;
 - (E) Has procedures for whistleblowing and protection against retaliation (whistleblowing);
 - (F) avoids conflicts of interest and does not use or tolerate extortion, bribery or corruption in any form,
 - (G) respects the rights of local communities (e.g., the rights of minorities and indigenous peoples, their rights to land, forests and water), does not use forced displacement, and ensures that noise emissions are adequate,
 - (H) applies an information security management system adequate to the scope of information processed, in accordance with relevant legal requirements and good practices,
does not employ or use private or public security forces that threaten torture or cruel, inhuman or degrading treatment, endanger life or health, or violate freedom of association and the right of association, the supplier will source raw materials and minerals used in its products responsibly, in particular, in accordance with applicable regulations on minerals from conflict regions,
 - (I) supplier will make every effort to set emission reduction and renewable energy targets for its entire supply chain,
 - (J) supplier will carry out or is in the process of implementing a process of due diligence, promoting transparency and traceability in accordance with applicable laws.
- d. The supplier is required to define and implement similar standards for its own tier 1 suppliers and to ensure that these requirements become binding requirements on tier 1 suppliers for the transfer of standards along the supply chain.

15. Final provisions

- a. The ordering party declares that it has the status of a large enterprise within the meaning of the Act on Prevention of Excessive Delay in commercial transactions.
- b. Deviations from the provisions of the Order, including these GPC, shall require express agreement between the Parties in writing.
- c. AIUT Sp. z o. o. is the administrator of the personal data, and you can learn about the protection of this data at: <https://aiut.com/polityka-prywatnosci/>.
- d. If the subject of the Order is services, the Ordering Party may terminate the Order at any time without stating a reason, with 7 days' notice.
- e. If the subject of the Order is the Work or delivery of Goods, the Ordering Party may withdraw from the Order in part (ex nunc) at any time (subject to paragraph f below) without stating a reason. If this contractual right of withdrawal is exercised, the Ordering Party shall pay to the Supplier only the price for the portion of the Work / delivery of Goods properly completed up to the date of withdrawal.
- f. Any contractual right of cancellation of the Order vested in the Ordering Party under the GTC may be exercised up to 90 days falling after the final completion date indicated in the relevant Order.
- g. For the purposes of these GTCs, it is understood that in order to comply with the rigor of the written form required by these GTCs, it is sufficient to submit a statement in writing or in documentary form. and that the requirement of written form is reserved for nullity.
- h. The Supplier shall not have the right, without the prior written consent of the Ordering Party, to use materials and information about the cooperation in particular for reference and advertising purposes.
- i. In case of any disputes that may arise between the Parties related to the Contract, the Parties shall undertake negotiations for amicable settlement of the dispute. In case of failure to reach an amicable agreement between the Parties, settlement of the dispute shall be submitted to the Common Court competent for the City of Gliwice. The law applicable to contracts concluded on the basis of the Order shall be Polish law.
- j. Each Party agrees to maintain confidentiality with respect to all information relating to the subject matter, the Parties and the performance of the Order.
- k. Unless otherwise specified in the Order, in the case of imported Goods, the Supplier shall be responsible for the release of the Goods into the customs territory of the European Union, in accordance with the applicable regulations.
- l. The Supplier's general terms and conditions of business or other contractual patterns shall not apply to the placement and execution of Orders, unless expressly acknowledged by the Ordering Party in writing. In such case, in the event of a conflict between the provisions of the Purchase Order or the contractual patterns of the Ordering Party and the Supplier, the provisions contained in the Purchase Order shall prevail, followed by those contained in these GTCs.