GENERAL CONDITIONS OF PURCHASE
valid in the company TP-ELBUD SP. Z.O.O.

I. GENERAL PROVISIONS

1. These General Conditions of Purchase are valid between the company TP-ELBUD Sp. Z.o.o. with its registered office situated in Pociękarb 47-208, Aluminiowa 3, entered into the Register of Entrepreneurs by the 8th Commercial Division of the District Court for Opole under no. 0000645612, NIP: 7491961970, REGON: 532457288, share capital: PLN 15 500 0000 (hereinafter referred to as: TP-ELBUD, TP-ELBUD) and the Supplier, unless other terms are agreed in writing by the parties.

2. The General Conditions of Purchase will apply to the purchase of materials, items, products, components, software and any related services ("goods") offered or provided by suppliers, resulting from the mutual cooperation between TP-ELBUD and the Supplier.

3. If the General Conditions of Contracts, regulations, instructions or other standard contracts of the Supplier partially or fully contradict these TP-ELBUD General Conditions of Purchase, then the TP-ELBUD General Conditions of Purchase are binding, unless other solution to such conflict is agreed in writing by the parties.

4. None of the terms and conditions contained in order confirmations, prior offers and other documents issued by the Supplier shall be binding for TP-ELBUD, even if not explicitly rejected.

5. The General Conditions of Purchase cannot be modified, altered, and it is not allowed to exclude some of them from use by the suppliers in documents provided by them.

6. Executing an order, the Supplier shall accept a commitment arising from the General Conditions of Purchase. If the Supplier does not agree with the General Conditions of Purchase, it is obliged to immediately, before an order executing, notify TP-ELBUD in writing. In such a situation, TP-ELBUD reserves the right to withdraw the order/contract, and the Supplier are not entitled to any claims against TP-ELBUD.

7. The Supplier/ Subcontractor/ Partner is required to comply with the generally applicable statutory requirements connected with environmental protection and to meet at least the minimum requirements arise from the Health and Safety regulations. Additionally, it is obliged to implement and apply the ISO 14001 and ISO 45001 system or its equivalents.

II. ORDER CONFIRMATION

1. Unless the parties agree otherwise, orders must be confirmed in writing by the Supplier within two working days from the date of the order.

2. The written confirmation can be in the form of a paper document, fax or e-mail sent to TP-ELBUD by the Supplier. Signing the order means accepting these General Conditions of Purchase. No written confirmation by the Supplier at the above date will be treated by TP-ELBUD as a tacit acceptance by the Supplier of the order under the conditions specified in the order and in line with the General Conditions of Contract.

3. If the order is not confirmed within 2 two working days counting from the date of placing the order by TP-ELBUD, TP-ELBUD is entitled to withdraw from the contract/order due to the fault of the Supplier, within 14 days counting from the day of a lack of order confirmation by the Supplier within the indicated time limit.

III. PRICE/RATE OF REMUNERATION

1. In mutual settlements between the parties, prices (rates of remuneration) specified in the TP-ELBUD's order approved by the Supplier are treated as binding.

2. Each of the Supplier's invoices must include prices (rates of remuneration), which are identical to the prices/rates shown in the order of TP-ELBUD. Invoices with prices (rates of remuneration) defined in any other way will not be accepted by TP-ELBUD unless TP-ELBUD agrees in writing and forwards such consent to the Supplier as an appendix to the prior order.

3. The Supplier shall submit TP-ELBUD any proposals of price/rates discounts that occurred before the date of delivery of goods or completion of services.

IV. INVOICES; TERMS OF PAYMENT

1. Invoices are issued in the currency agreed in an order.

2. All invoices of the Supplier are required to contain the data mandated by tax law. Furthermore, they must be issued in two copies, include TP-ELBUD order number and order date. Documents with the name and address of the carrier should also be attached to the invoices.

3. In addition to the requirements set out in the above point, all invoices must contain also the following mandatory information:
   - order number;
   - code of the manufacturer's country;
   - customs tariff, AL, ECCN or other additional information as agreed between TP-ELBUD and the Supplier;

4. The Supplier sends invoices for the purchase of goods to the e-mail address faktura.elektro@TP-ELBUD-group.com or other, specified in the order.

5. Payment of invoices will take place in accordance with the payment terms specified in the TP-ELBUD's order. Payment deadline shall be counted from the date of receipt by the TP-ELBUD of an invoice properly issued by the Supplier.

6. If the invoice is issued improperly and/or does not contain any of the information specified in point no. 2 and 3 of this section, TP-ELBUD has the right to withhold payments to the Supplier.

7. In the event of delay in settling payment for the invoice, the Supplier has a right to claim statutory interest from TP-ELBUD. This does not apply to situations in which the delay in payment of invoices occurred due to its deficiencies referred to in point no. 2 and 3 of this section.

8. 8. TP-ELBUD shall have the right to set off (deduct) its monetary claims due and undisputed to the Supplier against the Supplier's monetary claims due and undisputed to TP-ELBUD.

9. If, as a result of the order fulfilment, economical or personal copyrights arise on the Supplier's side, and provided in the order fulfilment it comes to the sale of those rights, licenses or rights to a copy for TP-ELBUD, remuneration determined by the parties in the order shall include the total remuneration for these rights, and the Supplier transfers all economical copyrights to TP-ELBUD, on all known to the parties fields of exploitation, in particular those indicated in art. 50 of the Law on Copyright and Related Rights.

V. DELIVERIES

1. The ordered goods and/or services must be delivered in the manner consistent with the special conditions laid down in the TP-ELBUD's order, shall be free from overt and covert defects, to meet the requirements referred to in Section VI and a delivery document must be attached to them. This document should contain a complete number and date of the TP-ELBUD's order, definition of the assortment and quantity of goods delivered.

2. The following documents must be delivered together with the goods (regardless of the billing documents between the parties, sent by the Supplier via mail):
   - delivery note with the quantity, weight, dimensions and contents of the packages,
   - if applicable, complete technical documentation necessary for the proper assembly of goods at point of use as well as proper start up, operation and maintenance, containing, among others, construction drawings and assembly drawings together with the necessary details of the mechanical parts, control and measuring equipment, electrical system, etc.,

- material certificates, certificates of analyses, safety data sheet, tests and acceptability reports required by legal regulations binding in the Republic of Poland and the European Union,
- Instructions for proper storage of goods;
- warranty cards.

3. The Supplier shall immediately notify TP-ELBUD about any situation which could have an impact on the timeliness of delivery of goods or/and services. This information, however, does not release the Supplier from the responsibility specified in the order and these terms and conditions.

4. The delivery dates of the ordered goods (provided services) resulting from TP-ELBUD's order are mandatory. Those dates are considered to be fulfilled if the following conditions are met:
(a) in relation to the goods, if on the last day of the deadline the goods have been delivered by the Supplier to the place specified in the TP-ELBUD's order in a condition compliant with the order;
(b) in relation to services, if on the last day of the deadline the Supplier notified TP-ELBUD in writing of the performance of the service and the readiness for collection, and the collection carried out as a result of the above notification ended with the signing of the acceptance protocol without indicating faults or defects in the service requiring repair;
(c) in relation to the supply of goods and services carried out in stages, the date of their execution in accordance with the dates of the various stages specified in the order. Keeping these deadlines will be assessed in accordance with the provisions of clauses (a)-(c) above;.

5. In case of shipping an order to a different delivery address than the one indicated in the order, the costs associated with redirecting the parcel will be borne by the Supplier.

6. If the Supplier is in delay with the delivery of goods (performance of services), TP-ELBUD is entitled to cancel the order without any compensation to the Supplier. Such a decision by TP-ELBUD will be transferred to the Supplier in writing and will be will be of immediate effect.

7. Any delivery of goods (performance of services) before the agreed date could take place only with the consent of TP-ELBUD, provided that payment for such deliveries will be made in accordance with the due date calculated for the delivery date specified in the order.

8. An order is deemed fulfilled after positive reception of goods (services) on delivery (quantitative and qualitative) in the place of destination while leaving by the Supplier the documents related to the goods referred to in point no. 2 of this section or any other document specified as to the type and delivery dates in TP-ELBUD's order.

9. The previous use of goods, it's commissioning or official reception required by law does not constitute the reception of goods. A Supplier's notice on execution or manufacture of goods is also not considered as receipt of the goods.

10. Unless the order requires otherwise, in case of imported goods, the Supplier is responsible for the obtaining marketing authorization of the Goods in the European Union customs area in accordance with binding regulations.

11. The Supplier agrees to comply with all regulations related to export control and customs. The Supplier agrees to deliver to TP-ELBUD within two weeks of receiving the order, and in case of any changes - immediately, all the information necessary for the lawful implementation of the operations of export, import and re-export, in particular:
- all designations from the lists of dual-use goods, including the Export Control Commodity Code compliant with the regulations of the Commerce Control List formulated by the The United States Department of Commerce's Office of Industry and Security,
- customs tariff codes assigned in accordance with the current version of the Combined Nomenclature,
- country of origin (for non-preferential origin) and - at the request of TP-ELBUD - a declaration of preferential origin (for goods originating in the European Union) or certificate of preferential origin (for goods originating from countries outside the European Union).

12. The Supplier will cover all damages and expenses incurred by TP-ELBUD, resulting from, or being in connection with the Supplier's failure to meet the commitments set out in point no. 10 and/or 11 of this section.

13. Resulting from these General Conditions of Purchase obligations of TP-ELBUD cease if their fulfilment violates national or international regulation of foreign trade and customs law, as well as the imposed embargo or other sanctions.

VI. LIABILITY OF THE SUPPLIER

1. TP-ELBUD treats the Supplier as a professional, fully prepared to meet the objectives and tasks arising from the contract or order. Appearing in the above role, the Supplier is responsible to TP-ELBUD for any defects, including hidden ones, of the supplied goods or services.

2. All technical, construction and technological data, plans and designs communicated to the Supplier by TP-ELBUD in order to perform the contract or order can be used by the Supplier only for this purpose and it has no right to share, publish or transfer them to any other person without the consent of TP-ELBUD.

3. The Supplier represents and guarantees that the goods sold to TP-ELBUD are new, carefully constructed, tested and manufactured so that they are suitable for use in accordance with their intended purpose and conditions resulting from the TP-ELBUD's order.

4. The Supplier confirms that the goods meet the demanded by TP-ELBUD safety requirements, meet all the specifications and standards set out in the TP-ELBUD's order as well as they are admitted to trading on the area where they are to be used.

5. The Supplier shall be liable for failure to perform or undue performance of the contract or order (service).

6. The Supplier shall be fully liable for damages arising from reasons of the qualities or characteristics of the goods, in particular, improper packaging or markings.

7. The Supplier is obliged to inform the TP-ELBUD about any circumstances that might make the goods supplied dangerous to life or health.

8. The Supplier agrees to dispense TP-ELBUD with the obligation to pay any benefits to third parties for any damage to person or to environment caused by the goods or in connection with its use due to defects inherent in the goods or services performed.

VII. INFRINGEMENT OF PATENT OR OTHER THIRD PARTY RIGHTS

1. The Supplier guarantees that there are no existing patents or other industrial property rights, copyright and other related rights and know-how of third parties that could be violated by TP-ELBUD as a result of the use or dispose of the purchased goods.

2. The Supplier hereby undertakes to release TP-ELBUD from responsibility when TP-ELBUD is presented any charges or claims by third parties in connection with the violation to the above rights and to pay any possible costs (including the costs for legal services) and compensation awarded to the disadvantage of TP-ELBUD provided that TP-ELBUD informs the Supplier of such allegations and claims resulting therefrom, and that the Supplier has the ability and the right to explain on its own expense those allegations and claims and to defend or control the defence against possible claims of third parties.

VIII. GUARANTEE AND STATUTORY WARRANTY

1. The Supplier guarantees that the goods supplied under the contract/order will be consistent with the order, specifications, drawings and any other requirements stated in the order and will be new, not used, of good quality, appropriate and suitable for its intended application stated in the order, correctly

designed, constructed properly and with the right material, and that satisfactorily meets technical and technological requirements specified in the order.

2. The Supplier shall ensure that the goods supplied by it are free from physical and legal defects and free from deficiencies that could affect or diminish its value or the possibility of applying in the right way.

3. TP-ELBUD is entitled, at its option, for an immediate claim for free exchange of subject of an order or repair (restoration to proper condition) and is entitled to compensation for expenses and losses incurred. TP-ELBUD does not agree to any limitations of the above entitlement.

4. Unless stated otherwise in the order, warranty period granted by the Supplier is twenty four months from the date of acceptance of the product at the place of supply or in case of delivery of goods and services - from the date of signing the commissioning/installation protocol of the product, or in case of services - from the date of signing of final service acceptance protocol. If the Supplier offers more than twenty four month warranty period, the longer period is used, taking into account the provisions of these General Conditions of Purchase by TP-ELBUD.

5. The Supplier guarantees that the delivered goods meet the quality and safety requirements according to applicable standards. In particular, it ensures that they met the technical requirements in force in the country of production, but also the requirements of the country to which the goods are shipped. In case of a conflict of these requirements, the standards applicable in the country of destination shall prevail.

6. The Supplier's liability under the statutory warranty starts from the moment of delivery of the goods (service) to TP-ELBUD and lasts as long as TP-ELBUD's liability to a customer lasts.

7. In case of a complaint by a customer and its recognition by TP-ELBUD, the Supplier shall in due time, not longer than within the term binding TP-ELBUD to the customer, provide at its expense, goods free of defects, and in case of a request by TP-ELBUD to reduce the price or withdraw from the contract, to cover the resulting losses for TP-ELBUD.

8. According to the provisions of this section, the Supplier at its own expense, including the costs of dismantling and reassembly, travel and accommodation expenses of the Supplier's specialists, is obliged to immediate repair or to provide a replacement of the product or its defective parts. Items that have been replaced or to be replaced by the Supplier, will be placed at the disposal to TP-ELBUD Ex Works TP-ELBUD's warehouse or at other place designated by TP-ELBUD at the expense of the Supplier. For the avoidance of doubt, each product with any faults, shortcomings or defects will be returned to the Supplier at its expense.

9. TP-ELBUD is also entitled to carry out repair and replacement of parts on its own or with the help of another entity, if the repairs are minor or necessary in order to avoid further damage or must be carried out immediately for another important reason. The condition for the application of the provisions of the preceding sentence is the prior notification to the Supplier.

10. The Supplier's warranty for a product or a part thereof replaced in the course of repair will run from the moment of replacement. In case of repair, the warranty period of faulty or damaged item will be extended by the duration of repair.

IX. PENALTIES

1. In case of delay in delivery of goods / goods and services / services for reasons other than Force Majeure, TP-ELBUD may request from the Supplier to pay liquidated damages in the amount of 2% of the value of the delayed part of the delivery or failure to perform services within the prescribed time for each day of delay, but not more than 15% of the value of the delayed part of the delivery.

2. For withdrawal from the contract for reasons attributable to the Supplier shall result in 10% deduction from the net remuneration specified in the order.

3. Where the goods / the goods and services / services delivered late are an integral part of the subject of the order, the lack of which prevents TP-ELBUD to use the delivered goods, the basis for calculation of liquidated damages is the total value of the order.

4. The above contractual penalty does not exclude TP-ELBUD's right to claim damages exceeding the value of the reserved contractual penalty, on general principles.

X. FORCE MAJEURE

1. The Parties shall not bear the consequences of a partial or total failure to perform their obligations under the contract and the General Conditions of Purchase, which is caused by Force Majeure.

2. For Force Majeure shall be considered all events, which cannot be predicted at the time of acceptance of the order nor prevented, and on which neither party will have any impact, in particular: war, internal disturbances, terrorism, flood, fire, earthquake and other natural disasters.

3. The Party which is unable to meet its obligations due to Force Majeure, will be required to:
- promptly notify the other party of this fact, no later than within 7 days from the occurrence of such an event;
- submit credible evidence for the above.

XI. PRIVACY POLICY AND PERSONAL DATA PROTECTION

1. The Supplier's personal data controller – in accordance with General Data Protection Regulation (GDPR) created by the European Parliament and of the Council (EU) 2016/679 dated April 27th 2016, regarding the protection of natural persons under the processing of personal data and repeal of Directive 95/46/WE – is the company TP-ELBUD with its registered office situated in Pociękarb 47-208, Aluminiowa 3, entered into the Register of Entrepreneurs by the 8th Commercial Division of the District Court for Opole under no. 0000645612, VAT ID: 7491961970, REGON: 532457288, share capital: PLN 15 500 0000. The administrator has appointed a Data Protection Controller, who may be contacted in writing at TP-ELBUD's postal address or via e-mail at: iod@tp-elbud.com

2. TP-ELBUD ensures the protection of personal data entrusted to it for processing by the Supplier. That processing is carried out according to relevant laws and regulations applicable in the Republic of Poland.

3. The processing of personal data takes place due to order fulfilment.

4. Personal data collected by TP-ELBUD may also be used to inform the Supplier about the Services provided by TP-ELBUD.

5. TP-ELBUD reserves the right to disclose selected information regarding the Supplier to competent authorities or third parties who request such information based on an appropriate legal basis, only if it is consistent with the laws and regulations applicable in the Republic of Poland. Apart from these cases, information regarding the Supplier will not be disclosed to any third party without the Supplier's consent.

6. The Supplier's personal data may be transferred to entities processing them on request, in particular entities working with TP-ELBUD financial issues, debt collection companies or forwarding companies.

7. As part of the order's execution, the following personal data of the Supplier are processed:
name and surname/company name of the Supplier
address/registered office of the Supplier;
VAT ID and REGON registration number;
the Supplier's e-mail address;
contact telephone number provided by the Supplier.

8. Providing personal data by the Supplier is voluntary, but necessary for the execution of the order. The data are provided by the Supplier at the stage of placing the order and at the stage of correcting or updating the information.

9. The Supplier is obliged to immediately notify TP-ELBUD of any changes to the personal data it has provided. If there is no such notification within 7 days from the date of their change, the Supplier's previous data is considered current.

10. The Supplier has the right to access the content of his personal data, the right to correct and supplement it, as well as the right to request the cessation of the processing of his personal data and its deletion. To do so, please contact TP-ELBUD.

11. The processed personal data will be stored for the duration of the Agreement, and after its expiry for the period necessary to achieve the purposes:
related to the settlement of the Order or pursuing claims in this respect;
possible complaints.

XI. CONFIDENTIALITY

1. Any information obtained by the Parties in connection with the execution of the order may be used only for purposes directly related to the execution of the Agreement. The parties are obliged to keep all the above confidential information. Subject to section 2 of this paragraph, during the term of the Agreement and after its expiration or termination, neither Party will publish, transmit, disclose or provide any information obtained in connection with the execution of the order.

2. Information for which there are no obstacles to disclosure:
   a) Publicly known information;
   b) Information disclosed with the written consent of the other Party;
   c) Information disclosed as required by applicable law or court decisions.

3. Each Party is responsible for taking all necessary measures to ensure compliance with confidentiality obligations of information by its employees and other persons for whom it is responsible.

4. Each Party undertakes not to take any actions that may constitute an act of unfair competition towards the other Party within the meaning of the Act of 16 April 1993 on Combating Unfair Competition (Dz.U. 2019, item 1010, as amended).

XIII. WITHDRAWAL FROM THE CONTRACT

1. TP-ELBUD is entitled to withdraw from the contract:
   a) in the case referred to in section II(3),
   b) due to the fault of the Supplier, if the agreed lead time exceeds 5 working days, within 14 days from the date the aforementioned premise occurred,
   c) within 14 days of delivery of the goods, without providing any reason.

2. The cost of return shall be borne by the Supplier.

XIII. FINAL PROVISIONS

1. Each order or legal action between the Supplier and TP-ELBUD under these General Conditions of Purchase shall be subject to Polish law.

2. When making purchases within the international scope, to which the provisions of international law apply, TP-ELBUD and the Supplier agree to exclude their application to the implemented orders to the extent to which these provisions in their wording exclude the application or are in conflict with these General Conditions of Purchase.

3. If any of the clauses of these General Conditions of Purchase shall be wholly or partly invalid, this shall not affect the validity of the remaining clauses or other parts of relevant clauses.

4. Any disputes arising from the purchase of goods or services shall be settled by courts competent for the registered seat of TP-ELBUD.