

## **GENERAL TERMS AND CONDITIONS OF PURCHASE AT WB ELECTRONICS**

### **I. GENERAL PROVISIONS**

1. These General Terms and Conditions of Purchase (hereinafter referred to as GTCs) set forth the terms and conditions for the purchase of goods by WB Electronics S.A. (hereinafter: Purchaser or P) from suppliers (hereinafter: Supplier or S). The purchase of goods by P may only take place in accordance with the provisions of the GTCs.
2. The GTCs may be modified, amended or some of them may be excluded from application by P in the orders it issues to Suppliers (including order appendices) or in the contracts concluded by P and S. A deviation from the application of the GTCs by S may only be made with the written consent of P.
3. The waiver by P of the application of the purchase conditions in exceptional cases has binding force only in relation to a specific order and can in no way be regarded by S as having been made in relation to other or subsequent orders placed by P.
4. In the event of possible contradictions between the provisions of GTCs of P and the General Terms of Sale of S - if any - only the provisions of GTCs of P shall apply.
5. P may stipulate in the request for proposal terms and conditions of Purchase other than those contained in the GTCs in question, in which case the GTCs clarified in the terms and conditions of the Purchase shall apply.

### **II. ORDERS.**

1. S shall make each delivery on the basis of a written order from P, subject to the terms and conditions specified in the written order (detailed conditions) and in these GTCs.
2. Any change to the general and specific terms and conditions of purchase/delivery made by S without agreement with the Purchaser shall not be binding on P and may result in P cancelling a previously placed order without any right to compensation to S and without any right to reimbursement of the costs (both direct and indirect) incurred by S in fulfilling the order.
3. Any changes to the special terms and conditions of the contract or to the GTCs shall only be possible under the terms of this document.
4. S shall be obliged to confirm P's order in writing, or by fax or electronic means (e-mail) within 5 days. Any other arrangements made in this respect between S and P shall only be binding on the parties if confirmed as described above.
5. S's failure to confirm a specific order within the period indicated in point. 4 above, while S proceeds with the order, shall be tantamount to accepting both the specific terms of P's order and the provisions of these GTCs.

### **III. PRICE.**

1. For mutual settlements between the parties, the prices specified in the order placed by P accepted by S shall be considered binding.
2. The price indicated in the Order includes any and all costs of S incurred for the full and proper performance of the activities indicated therein, in particular packaging, insurance, transport costs to the place of destination, as well as public tributes such as, inter alia, taxes and duties, including VAT.
3. Each of S's invoices must contain prices that are the same as those shown on P's order. Invoices with prices otherwise specified shall not be accepted by P unless P agrees to this in writing and submits it to S as an attachment to the prior order.
4. S shall ensure that P is able to take advantage of any price reductions enacted before the date of delivery of the goods if S reduces prices permanently, temporarily or on a one-off basis, e.g. launches a promotion, sale, etc.

### **IV. DELIVERIES.**

1. The ordered goods shall be delivered in accordance with the provisions of the special terms and conditions set out in P's order and these GTCs, shall be free of obvious and latent defects, including legal defects, shall meet the requirements referred to in Section V, and shall be accompanied by a delivery document.

2. The delivery document shall include: the name of S, a complete number, date and subject of P's order, an indication of the assortment and quantity of the products delivered, and the date of dispatch. A copy of this document shall be handed over to P, or to the final consignee if different from P, against acknowledgement of receipt by P's warehouse department or the final consignee.
3. Delivery costs shall in any case be borne by S unless the order states otherwise. Delivery may be made at P's expense only with P's prior written consent and only through a shipping company designated by P, to which the Consignee shall provide the customer number.
4. Goods to be delivered shall be appropriately packaged and labelled in such a way that they can be quickly identified.
5. Delivery dates:
  - a) The delivery dates of the goods resulting from order of P are absolutely binding. These dates mean the date on which they are delivered by S to the place indicated in the order.
  - b) If S is in delay with the delivery of the products or the performance of the services ordered, P shall be entitled to withdraw from the order without setting S an additional time limit. A decision to this effect shall be communicated to S by P in writing and shall have immediate effect.
  - c) Any delivery of products prior to the agreed date may only take place with P's consent, with the proviso that payment for these deliveries shall be made on the due date indicated on the order.
  - d) S shall be obliged to send a written advice notice to P two working days before the scheduled delivery date. The advice notice shall contain a specification of the delivery item with reference to the contract and/or purchase order to which it relates.
6. Ownership of the products and the benefits and burdens associated with the item as well as the risk of accidental loss of or damage to the item shall pass to P upon delivery of the item (i.e. receipt of the goods by P or by an end consignee other than P) in accordance with section 7 below.
7. The order shall be deemed to have been fulfilled when the goods have been positively accepted on acceptance (quantitative and qualitative), at their destination and when S has handed over the material attestations, guarantee sheets or other documents (COQ, COC, FAT) relating to the goods in question, specified as to their type and delivery dates in P's order.
8. Place of delivery: WB Electronics S.A., ul Poznańska 129/133, 05-850 Ożarów Mazowiecki from Monday to Friday between 7.00 am and 3.00 pm.
9. Confirmation of the execution of the order shall be in the form of a written delivery/receipt report or a WZ document signed by P without any comments on the quantity and quality of the delivered goods.

## **V. LIABILITY OF S.**

1. In the course of the mutual business relationship, P treats S as a specialised unit, fully prepared to fulfil the objectives and tasks resulting from the order. In this role, S shall be liable to P for any defects, including latent defects in the products or services it supplies.
2. S shall be liable to P for failure to deliver on time and for any damage resulting from damage and soiling to the goods caused by improper packaging or lack of protection during transport.
3. Any and all technical, constructional, technological, industrial, commercial data, as well as any kind of plans and designs, descriptions, specifications or reports, etc. provided to S by P for the purpose of the performance of the order shall constitute P's business secret and be confidential. S may use them only for the performance of the contract, with access given only to those employees who need it for the proper performance of the contract, after having informed them of the confidentiality of these data. S shall have no right to make them available in any way, publish them or pass them on to any other party without P's written consent.
4. S warrants and guarantees that the products sold to P are new, carefully made, tested and so manufactured as to be fit for use for the purpose and under the conditions of P's order.
5. S confirms that the products meet the safety requirements set by P, comply with any specifications and standards laid down in P's order, and are authorised for marketing in the area where they are to be used.
6. S shall be fully liable to P for failure to comply with the above provisions.

## **VI. CONTRACTUAL PENALTIES.**

1. S shall be obliged to pay P the following contractual penalties:
  - a) for delayed delivery of goods subject to delivery in the amount of 0.5% of the net price of the goods not delivered by the deadline referred to in the order, calculated for each day of delay,
  - b) in the event of cancellation of the order by either Party for reasons for which S is liable, in the amount of 20% of the net price of the entire subject of the order,
  - c) in the amount of 0.5% of the net price of the goods whose defects have not been remedied, within the time limit specified for their remedy, calculated for each day of delay in remedying the defect.
2. At the same time, P shall be entitled to claim damages in excess of the reserved contractual penalties under the general rules.
3. P may offset the contractual penalties due against the amount due to S.
4. The documentary basis for the contractual penalties shall be a debit note delivered by P to S. The contractual penalties shall be payable within 14 days of receipt of the debit note by S, subject to point 3.

## **VII. ACCEPTANCE OF GOODS, WARRANTY FOR DEFECTS.**

P or, if the final consignee is not P, an entity other than P but indicated by him, shall carry out a qualitative and quantitative check of the products supplied. P shall notify S as soon as possible of the fact that it does not accept the products, indicating the reasons. Within 3 days of notification of non-acceptance, S shall respond to P's decision. Products not accepted by P, unless otherwise agreed between the parties (e.g. a price discount on these goods as being of inferior quality but usable for their intended purpose) shall, within 5 working days of P's refusal to accept them, be taken back by S and replaced by products free of any defects. Any and all associated costs shall be borne by S.

## **VIII. PAYMENTS.**

1. All invoices of S must contain data in accordance with the regulations in force in this respect and must be delivered to P. They shall include P's order number and date, as well as the unit of measure in accordance with the order.
2. Unless otherwise stipulated in the order or contract and unless the delivered goods conform with the order, payment shall be made by P on the basis of an invoice issued by S not earlier than on the date of delivery of the goods to P. The payment term of a minimum of 60 days shall run from the date of delivery of a duly issued invoice to the Purchaser. The invoice shall be issued on the basis of the delivery/acceptance report signed upon acceptance of the goods by P and/or the WZ document signed by P without any comments as to the quantity or quality of the delivered goods. On the invoice, S shall be obliged to indicate P's order number and the delivery/acceptance report or the WZ No. to which the invoice has been issued.
3. P shall have the right to set off its monetary claims against S from S's monetary claims against P.

## **IX. PROTECTION OF OWNERSHIP**

1. S warrants and guarantees that the goods supplied by it are free from any legal defects, including in particular the use of the products supplied by it does not constitute an infringement of any patent, trademark, registered utility model, Polish or foreign symbol or other rights arising from industrial and intellectual property. S shall be obliged to compensate for any damage caused to P, directly or indirectly, and to reimburse any lost profits, as a result of the breach of S's obligation to supply goods free from defects.
2. In addition, in the event that the delivered goods constitute a work, within the meaning of the Copyright and Neighbouring Rights Act of 4 February 1994, S and P shall, at the latest at the time of acceptance, conclude a written agreement in which S transfers to P the copyrights and subsidiary rights to the transferred work, without any temporal and territorial restrictions, in the fields of exploitation, including those indicated in point 3 below.
3. The transfer of author's economic rights shall take place in particular (but not exclusively) in the following fields of exploitation: with regard to fixating and multiplication, circulation of the original or copies on which the work has been recorded, marketing, lending or leasing of the original or copies with regard to dissemination of the work in a manner other than specified above, the right to modify, sublicense, record and multiply the work, production of any technique of copies of the work, including printing, reprography,

magnetic recording and digital technique; the right to use and benefit from the work, to use its development, translation, alteration, adaptation.

4. If any claims or demands for financial compensation arise against P from a third party due to a possible infringement of author's economic rights and derivative rights in the work, including an infringement consisting solely in the use of a third party's know-how, S shall hold P harmless and assume any and all liabilities arising therefrom and cover any and all costs or losses of P arising therefrom.

#### **X. ORDER CANCELLATION.**

1. P shall have the right to cancel the order placed or to withdraw in whole or in part from the contract concluded, with notification to S and without calling on it again to perform the obligation, in the following cases:
  - a) S's declaration of bankruptcy or the filing of a petition to that effect, liquidation, or the cessation of further operations,
  - b) S's demerger of its undertaking, its merger with another undertaking or its disposal,
  - c) in the event of S's failure to fulfil any of its obligations arising from the specific terms and conditions set out in the order or the GTCs.
2. If S delays the commencement of production of the delivery item or individual parts thereof to such an extent that it is unlikely that it will be able to deliver it in the agreed time, P may withdraw from the contract without setting a grace period before the expiry of the delivery deadline.
3. If, in the course of manufacturing the delivery item, it becomes apparent that S is making the item in a defective manner or in a manner contrary to the contract, P may call upon S to change the manner of performance, setting S an appropriate time limit for this purpose, and withdraw from the contract upon the ineffective expiry of the time limit set.

#### **XI. INSURANCE.**

S shall be required to hold adequate insurance against all risks and liabilities arising from P's orders.

#### **XII. PURCHASER'S LIABILITY.**

P shall not be liable for any failure to perform its obligations under these General Terms and Conditions of Purchase if this is due to a cause beyond its control.

#### **XIII. GUARANTEE.**

Unless otherwise stated in the order, the guarantee shall be up to 36 months, including up to 12 months for storage and installation and 24 months for use.

If defects are found in the delivered product during the guarantee period, S shall be obliged to:

1. Consider the complaint report within 3 days from the date of receipt of the complaint report (by post, fax, or e-mail),
2. Improve the defective products within 15 days of receipt of the report in Poland, including:
  - a) rectifying any defects in the delivered goods at the place where they were discovered, or at its own expense delivering them to its own premises for rectification, bearing the costs of rectification and delivery, at P's option, back to the place from which they were taken or to P's premises,
  - b) extending the guarantee period for the time during which, as a result of the defects, P could not use them.
3. Replace the product with a new one within 30 days from the date of the complaint report if the provisions of point 2 are not fulfilled.

#### **XIV. ASSIGNMENT.**

S may not transfer its rights and obligations from the sale of goods under the terms and conditions of P's order and these General Terms and Conditions of Purchase without P's prior written consent.

**XV. DISPUTES.**

1. Any agreement or legal transaction made between S and P under these GTCs shall be governed by Polish law.
2. Any disputes arising from the purchase of goods shall be settled by the courts with jurisdiction over P's registered office and in accordance with Polish law.

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