

## 1. GENERAL PROVISIONS. APPLICATION

- 1.1. These General Terms and Conditions of Purchase (hereinafter the "GTPC") shall apply to the purchase of any goods, including materials, raw materials, parts, devices, programs and any related services, and delivery of such goods (hereinafter the "Goods") from a seller or a supplier (hereinafter jointly the "Supplier") by any of the Polish Companies of the Selena Corporate Group, i.e. any company of the Group based in Poland (hereinafter the "Buyer").
- 1.2. These GTPC shall form an integral part of any order made by the Buyer to the Supplier, any agreement concerning the purchase or supply of the Goods, and any proposal made by the Supplier to the Buyer, on the basis of which the Buyer places an order with the Supplier (hereinafter the "Order"). Should Parties conclude any written purchase or supply agreements, these GTPC shall apply to all matters not otherwise provided for such agreements. The relationship between the Buyer and the Supplier shall be governed solely by the provisions of these GTPC, terms and conditions of the Order, and any other provisions and documents specified in the Order or previously agreed upon in writing by and between the Buyer and the Supplier.
- 1.3. No general terms and conditions of sale, standard agreements, rules and regulations, other provisions of proposals or sale policies of the Supplier shall be binding on the Buyer, even if these have not been expressly excluded by the Buyer.
- 1.4. By processing the Order or acknowledging its acceptance, the Supplier shall accept all the obligations under the GTPC. Should the Supplier not agree to the GTPC, the Supplier shall promptly notify the Buyer of this, before it accepts or proceeds to processing any Orders. In such situations, the Buyer shall be entitled to cancel the Order, and the Supplier shall not be entitled to any claims against the Buyer.

## 2. ORDERS

- 2.1. The Supplier shall confirm in writing the acceptance of any Order for processing within 1 business day from the date the Supplier receives the Order from the Buyer. Agreement shall be deemed concluded upon the written confirmation of the Order or the commencement of purchase/delivery processing, whichever occurs earlier.
- 2.2. Failure by the Supplier to confirm the Order in writing within the deadline specified in Section 1 above shall be considered by the Buyer as tacit acceptance by the Supplier of the Order for processing on the terms and conditions specified in the Order and the GTPC, and as successful conclusion of the agreement.
- 2.3. The Order can only be accepted by the Supplier without any reservations. Any preconditions, provisions or reservations included by the Supplier in the Order confirmation, or elsewhere, which modify or supplement the Order and/or the GTPC, shall be considered ineffective and not stipulated, unless the Buyer agrees thereto in writing. If the Buyer does not agree thereto, the agreement shall be deemed concluded on the terms and conditions specified in the Order.
- 2.4. The Supplier shall not be authorised to make any changes to the confirmed Order, unless the Buyer agrees thereto in writing, or the change is made at the written request of the Buyer.
- 2.5. The Buyer shall be able to make changes to the Order after it is made, accepted by the Supplier or is being processed by the Supplier, and the Supplier shall use its best efforts to take these changes into account.
- 2.6. The Supplier shall specify Order number on all documents connected with the purchase/delivery of the Goods.
- 2.7. The Supplier shall provide the Buyer with information about any planned production interruptions, including any holiday breaks or planned downtime, in advance, so that the Buyer is provided reasonable time to place orders with other suppliers without being subject to any additional costs.
- 2.8. Each time the Supplier intends to phase out or withdraw the Goods, it shall notify the Buyer accordingly in advance, so that the Buyer is provided reasonable time to ensure continued supply of the Goods, including the time required to test and approve any substitute Goods in stock. Should the Supplier fail to comply with this obligation, the Buyer shall be entitled to require that the Supplier repair any resulting damage, and in particular to seek reimbursement with the Supplier for any costs associated with the production interruption and to require the Supplier to repair any damage caused by the failure or delay by the Buyer in satisfying its obligations towards its customers, including any lost profit, and the Supplier shall comply with such requests, if any.

## 3. DELIVERY OF GOODS

- 3.1. The Supplier shall deliver the Goods to the Buyer in accordance with the accepted specifications and terms & conditions included in the Order.
- 3.2. Unless the Parties agree otherwise, deliveries shall be made according to:
  - 3.2.1. DAP (Delivery at Place) for deliveries within the European Union;
  - 3.2.2. DDP (Delivered Duty Paid) for deliveries outside the EU,based on Incoterms 2010, to the location specified by the Buyer in the Order.
- 3.3. Before the delivery is made, the Supplier shall inspect the Goods to check their compliance with the specification, quality, quantity/weight, and compliance with the Order, as well as if there is any damage to the Goods and whether the packaging is appropriate.
- 3.4. The Supplier shall deliver the Goods in compliance with the quantity specified in the Order, without any damage and of good quality.
- 3.5. The Supplier shall ensure that the Goods are packaged in a way that is appropriate to the type of the Goods, to ensure their safety and prevent any damage during their loading, transport, unloading, handling and storage.
- 3.6. The Supplier shall deliver the Goods in an appropriate manner, i.e.
  - 3.6.1. as required by the Buyer;
  - 3.6.2. in line with the applicable rules and customary practices, especially when it comes to dangerous Goods;
  - 3.6.3. the Goods shall have all markings required for their appropriate and safe assembly, storage, use and resale.
- 3.7. The Supplier shall ensure that the transport of the Goods be carried out using the means of transport that ensure the safe delivery of the Goods to the Buyer, including the delivery of the Goods in appropriate condition, without any damage or defects, and in compliance with the conditions of the transport law.
- 3.8. Any pallets and packaging delivered by the Supplier together with the Goods shall be considered disposable and non-returnable. Each time, the price of such pallets and packaging shall be included in the net price of the Goods included in the Order, unless other arrangements have been previously made in writing with the Buyer. If the Parties agree to this in writing, the Buyer can return the pallets and packaging, but always at the cost and risk of the Supplier. If any packaging is not subject to recycling, the Supplier can be required by the Buyer to collect it from the Buyer or dispose of it at the former's cost and risk, and any such request shall be complied with.
- 3.9. Any delivery of the Goods from the Supplier to the Buyer shall in particular be accompanied by:
  - 3.9.1. complete delivery documentation,
  - 3.9.2. waybill,
  - 3.9.3. complete and correct technical documentation, and in particular certificates, approvals, warranty certificates required by the Buyer or commonly attached to such Goods, and any other documents required to market or resale the Goods in compliance with the applicable law, and
  - 3.9.4. any other documents required by the Buyer.
- 3.10. The Buyer can refuse to accept the Goods if the Goods do not comply with the requirements referred to in Sections 3.1. - 3.9 above. Refusal to accept the Goods shall be tantamount to a delay in the delivery of the Goods (Section 3.15).
- 3.11. The delivery date for the Goods shall be specified in the Order. The delivery date shall be final and binding on the Supplier.
- 3.12. In the case of the Goods imported from outside the European Union, the Supplier shall be responsible for releasing the Goods for free circulation within the customs area of the European Union, in line with the applicable EU regulations. Due to customs regulations, imported Goods shall be accompanied by the relevant invoice in duplicate. Any simplifications in this respect shall be acceptable only upon prior written acceptance by the Buyer.
- 3.13. If the import of the Goods from outside the European Union requires documents that specify the destination of the shipment, the

Supplier shall provide such documents to the Buyer at the former's own expense. If the Goods are subject to customs procedures, the Supplier shall provide the certificate of origin for the Goods. The certificate shall be required for each shipment. If not agreed otherwise in writing, customs clearance shall be the responsibility of the Supplier.

- 3.14. If the goods are purchased from outside the European Union, the Supplier shall provide the certificate of origin for the Goods at the request of the Buyer.
- 3.15. The Supplier shall immediately notify the Buyer of any circumstances that could delay the delivery of the Goods. If the delivery of the Goods is delayed:
  - 3.15.1. The Supplier can be required to pay the Buyer liquidated damages corresponding to 5% of the net shipment value for each commenced day of delay, and any such request shall be complied with, but no such request for the payment of liquidated damages shall preclude the Buyer from seeking compensation on general principles, if the amount of the incurred loss exceeds that of the liquidated damages;
  - 3.15.2. The Buyer can terminate the agreement or its part without specifying any additional deadline and without having to pay the Supplier any compensation or damages, and the Supplier can be required to pay the Buyer liquidated damages corresponding to 10% of the net shipment value for the termination of the agreement, and any such request shall be complied with, but no such request for the payment of liquidated damages shall preclude the Buyer from seeking compensation on general principles, if the amount of the incurred damage exceeds that of the liquidated damages.
  - 3.15.3. The Supplier can be required by the Buyer to cover the cost of a substitute order for the goods, placed with a different supplier, and such a request, if any, shall be complied with.
- 3.16. The Buyer shall have the rights referred to in 3.15.1. - 3.15.3. above irrespective of one another and subject to aggregation, and the choice of the claim is to be made solely by the Buyer.
- 3.17. The Buyer can refuse to accept the Goods delivered before the delivery date, and if the Buyer agrees to accept them, the Buyer can charge the cost of storage to the Supplier, while the storage shall be at the risk of the Supplier.
- 3.18. Partial deliveries of the Goods shall be unacceptable, unless agreed in the Order, or consented to by the Buyer in writing. The Buyer shall have the right to refuse to accept partial deliveries.
- 3.19. For all the deliveries of the Goods, the risk and title to ownership shall be transferred from the Supplier to the Buyer when the Goods are delivered to their destination in line with Section 3.2, and accepted by the Buyer. The Supplier shall ensure that upon delivery it holds the ownership right to the Goods and transfers it to the Buyer free from any encumbrances, charges and third party claims.
- 3.20. Should the Supplier and the Buyer enter into any written purchase or delivery agreement which provides for a formal acceptance of the Goods by the Buyer and does not provide otherwise, the acceptance date shall be determined by both Parties at a written request by the Supplier. The outcome of the acceptance, including any reservations from the Buyer, shall be recorded in the acceptance report drawn up in writing and signed by the Supplier and the Buyer. Even if the report is drawn up without any reservations, this shall not preclude the Buyer from making any reservations to the Supplier in the future, if such reservations could not have been made earlier, or it would have been difficult to make them earlier.
- 3.21. If the Order requires the Buyer to present certain documents in order to be processed, the Supplier shall notify the Buyer accordingly in advance, so that the Buyer has sufficient time to obtain such documents and the Order can be processed in a timely manner.

## 4. QUALITY AND SAFETY OF THE GOODS. GUARANTEE OF QUALITY

- 4.1. Notwithstanding any obligations of the Supplier, as referred to in Section 3.3, the Buyer shall have the right to inspect:
  - 4.1.1. Whether the Order has been processed correctly,

- 4.1.2. The Goods at the premises of the Supplier or its subcontractors, or at another location, where the Goods are held.
- 4.1.3. Such inspections can be conducted at normal working hours, upon previous notification of the Supplier. During the inspection, the Supplier shall provide the Buyer and/or its representatives with uninterrupted access to the locations the inspection is to cover.
- 4.2. The Supplier hereby represents and warrants (guarantees) that the Goods:
  - 4.2.1. have been manufactured in compliance with the relevant regulations, standards and approvals,
  - 4.2.2. do not represent a risk to health, life, safety or the environment, provided that they are stored, transported and used in compliance with the practices commonly accepted for the relevant type of Goods,
  - 4.2.3. comply with the agreed specifications and requirements of the Buyer, and any samples or models provided,
  - 4.2.4. are suitable for the purposes known to the Supplier;
  - 4.2.5. are free from any physical or legal defects.
- 4.3. In addition, the Supplier shall ensure that all substances included in the Goods have been pre-registered or registered, or are exempted from registration, and, if applicable, have been approved in compliance with the relevant REACH requirements, as regards the applications declared by the Buyer.
- 4.4. The representations made in Sections 4.2 and 4.3 above shall be equivalent to the issuance of a guarantee certificate by the Supplier to the Buyer, and if the Supplier provides a separate guarantee certificate to the Buyer, to the extent the certificate is inconsistent with these GTPC and less favourable to the Buyer, the terms and conditions of the GTPC shall prevail.
- 4.5. The quality guarantee period, calculated from the date the Goods are delivered to the Buyer, shall be 2 years, and if the Supplier grants a longer guarantee in its guarantee certificate, the longer guarantee period shall apply.
- 4.6. Under the quality guarantee, the Buyer shall be entitled, at its own discretion, to:
  - 4.6.1. Request that the Supplier reduce the price of the Goods;
  - 4.6.2. Request that the Supplier replace the Goods, in compliance with the guarantee representations and subject to the Buyer's approval, within the deadline specified by the Buyer;
  - 4.6.3. Request that the Goods be repaired, if possible, and if the Supplier fails to repair the Goods within the deadline specified by the Buyer, the Buyer shall be entitled to have a third party repair the Goods at the expense and risk of the Supplier;
  - 4.6.4. Terminate the agreement and request the reimbursement of all the costs incurred by the Buyer, including the reimbursement of the price.
- 4.7. If the Buyer exercises any of the rights referred to in Sections 4.6.2. - 4.6.4., the Buyer shall also be entitled to request the reduction of the price of the Goods under Section 4.6.1.
- 4.8. The Supplier shall cover all the costs associated with the fulfilment of guarantee obligations (including, in particular, the cost of disassembly, repair at the Buyer's premises, collection of defective Goods, repeated packaging and transport, reassembly, and any handling costs).
- 4.9. Should the Goods be declared defective, regardless of the basis for claims and rights referred to in Section 4.6, the Buyer shall be entitled to seek compensation from the Supplier on general principles for any damage caused to the Buyer by the Goods. The Supplier's obligation to repair any damages shall include, in particular, the reimbursement of any costs associated with downtime on the part of the Buyer, costs of expenditure on the Goods, costs associated with using the Goods in its operations, costs of ordering substitute Goods from a different supplier, and any difference in price.
- 4.10. When the defects in the Goods are reported to the Supplier, the Buyer shall be authorised to suspend any payments due to the Supplier at that time, and such suspension shall not be subject to any claims on this basis from the Supplier against the Buyer, including any interest for default or delay, right to terminate the agreement, or the right to suspend delivery.
- 4.11. The rights of the Buyer under the quality guarantee shall not violate any statutory warranty rights of the Buyer under the general terms of the Civil Code, while statutory warranty liability shall be extended to three years.
- 4.12. All complaints under the guarantee or statutory warranty shall be assessed by the Supplier within 7 days. If the Supplier fails to provide the Buyer with a final reply, the Buyer shall be able to deem the complaint as assessed by the Supplier in favour of the Buyer.
- 4.13. The obligation of the Buyer to inspect any delivered Goods shall be limited solely to the inspection of the type and quantity of the Goods against the Order. The Buyer shall not be required to perform any acts of care in relation to the delivered Goods, and in particular the Buyer shall not be required to examine the Goods at any time, including at the time of the delivery. If the Buyer notifies the Supplier of any defect in the Goods at any time after it is discovered, the Buyer shall retain all its rights. This notification can be given in any form, including verbally, by phone and by e-mail.

## 5. PAYMENTS

- 5.1. Prices specified in the Order shall not be subject to change, but if the Parties agree on lower prices after the Order is placed, the lower prices shall apply. However, if the Parties agree on higher prices after the Order is placed by the Buyer, such prices can only apply if the Buyer accepts them in writing.
- 5.2. All taxes (excluding VAT or another relevant tax), charges, insurance, all other costs associated with Order processing (including delivery costs), costs of packaging, protection, costs of the required documents and other elements required to use and sell the Goods shall be included in the prices specified in the Order. The prices shall also cover all payments for the use or transfer of intellectual property rights.
- 5.3. Payments shall be made within 90 days, unless the Buyer and the Supplier agree otherwise in writing.
- 5.4. Payment dates shall always be calculated from the day the Buyer is provided with the original of a correctly issued VAT invoice. Payments shall be made by wire transfer to the bank account specified by the Supplier on the invoice. The date of payment shall be the day the amount due is debited from the bank account of the Buyer.
- 5.5. The Supplier shall issue VAT invoices in the currency specified in the corresponding Orders. If, with the Buyer's approval, any invoice is issued in a different currency, the Supplier shall carry out the conversion on the basis of the average exchange rate published by the National Bank of Poland (NBP) on the day preceding the issuance of the VAT invoice.

## 6. THIRD PARTY RIGHTS

- 6.1. The Supplier shall ensure that the Goods and their use, sale and delivery do not violate the rights of any third parties, including any intellectual property rights, trade secrets, or know-how, as may apply on any territory.
- 6.2. If a third party makes a claim against the Buyer or any Selena Group company, the Supplier shall:
  - 6.2.1. indemnify and hold the Buyer harmless against any claims, damage, loss or expenditure resulting from the violation, or alleged violation, of third party rights. At the Buyer's request, the Supplier shall defend the Buyer at its own cost against any claims referred to above. At the Buyer's request, the Supplier shall release the Buyer from participation in the dispute (whether resolved in court or out of court) or shall assume responsibility for handling it, but the Buyer shall retain the right to actively participate in any such dispute resolution. If, despite the above-mentioned obligation, the Supplier fails to resolve the dispute with the third party within a reasonable time allowed by the Buyer, and the Buyer, in order to avoid damage occurrence or aggravation on its part, in particular involving the loss of clients or damage to the Buyer's reputation, shall elect to pay, on any basis (including on the basis of an out-of-court settlement) any amount, or to cover any costs associated with the claim, the Supplier shall reimburse any such sums to the Buyer within 7 days of their being incurred by the Buyer, without the right to make any reservations in relation thereto; and
  - 6.2.2. at the Buyer's option, provide the Buyer with an undisturbed right to continue purchasing from the Supplier, on previous terms and conditions, as well as to use or sell or deliver the Goods without violating any third party rights, or to make adjustments to the Goods, or replace the Goods with any goods that do not cause any such violations, and have been previously approved by the Buyer. If the Supplier fails to satisfy the obligations referred to in the previous section within time that facilitates continued supply of the Goods or their substitutes to the Buyer, and the Buyer purchases the Goods or their substitutes from a different supplier, the Supplier shall settle any damage resulting therefrom, including in particular differences in price and costs of delay, if any.

## 7. FORCE MAJEURE

The Buyer hereby reserves its right to make changes to the Order, e.g. to change the delivery date or payment date or the quantity of ordered goods, or to cancel the Order, if its operations have been suspended, or have become impossible to continue or significantly hampered for reasons outside the control of the Buyer, including force majeure events, which shall include any event that could not have been reasonably expected by the Buyer, such as riots, war, fire, flood, other natural disasters, legal restrictions or regulations, legislative acts, strikes, lock-outs, epidemics or other, as well as any delay on the part of any carrier or other party used by the Buyer to comply with its obligations. In such situations, the Buyer shall not be liable for the failure to comply with its obligations, and the Supplier shall not be able to make any claims in relation thereto. The Buyer shall notify the Supplier of any such circumstances without any undue delay.

## 8. MISCELLANEOUS

- 8.1. The Supplier shall keep secret any information it is provided in the course of processing Orders for the Buyer or in relation thereto, regardless of how the information is provided and of its source (hereinafter: Confidential Information). Confidential Information shall not be disclosed by the Supplier to any third party. Such information can only be used by the Supplier to process Orders or to prepare proposals or cost estimates for the Buyer. This confidentiality obligation shall apply throughout the cooperation between the Buyer and the Supplier, and for 3 years following the last delivery to the Buyer.
- 8.2. Should the Supplier fail to comply with the confidentiality obligation, the Supplier shall pay the Buyer liquidated damages of EUR 500,000 for each instance of such failure to comply. The payment of liquidated damages shall not exclude the Buyer's right to seek compensation on general terms.
- 8.3. The Supplier shall not transfer any rights or responsibilities under orders processed for the Buyer to any third party without the prior written consent from the Buyer, under pain of nullity.
- 8.4. Throughout the cooperation with the Buyer, and after it is terminated – throughout the Goods' guarantee period, the Supplier shall have a valid third party and products insurance policy, as required in this Section. Unless the Parties agree otherwise in writing, the minimum value of the policy shall be equivalent to 24-times the average monthly worth of deliveries made by the Supplier to the Buyer over the last year, and if the cooperation has only commenced or is being extended, to 24-times the average expected monthly worth of deliveries, but in any case no less than EUR 25,000.
- 8.5. The Order, the GTPC and any matters related to the cooperation between the Supplier and the Buyer, that have not been regulated hereunder, shall be governed by Polish law. The United Nations Convention on Contracts for the International Sale of Goods of 1980 shall not apply.
- 8.6. Any translations of this document to foreign languages shall be for convenience only, and only the Polish language version shall be binding.
- 8.7. Subject to the provisions of Sections 8.2 and 8.3 herein, all disputes between the Supplier and the Buyer shall be settled by common courts of law in Poland having jurisdiction over the registered office of the Buyer, and the Supplier shall subject itself to Polish jurisdiction in this respect. Nevertheless, at all times the Buyer shall be entitled to bring an action or initiate any other proceedings before any court having jurisdiction over the Supplier or any court of general jurisdiction. If such action is brought or any other proceedings are initiated by the Buyer, the Supplier shall not raise the defence of lack of jurisdiction.