

GENERAL PURCHASING TERMS & CONDITIONS (TS&CS) OF TOKAI COBEX POLSKA SP. Z O.O.

- valid as of April 2023 -

1. General Provisions

These General Terms and Conditions of Purchase apply to all orders placed by the company Tokai COBEX Polska sp. z o. o. Any general terms and conditions of the Supplier or general terms and conditions of sale apply only after they have been confirmed in writing by the company Tokai COBEX Polska sp. z o. o., hereinafter referred to as the Purchaser

2. Orders

Only orders placed in writing and signed by two authorized persons are valid. Any changes or additions to already placed orders must be made in writing, otherwise they will be null and void.

3. Order Confirmation

The person accepting an order under these "General Terms and Conditions of Purchase" has to confirm such a fact each time in writing within five working days from the reception of the order. It is imperative that the order confirmation contain the number of the order. Lack of written confirmation by the Supplier within 5 working days after order receipt shall be treated as tacit acceptance of the order for execution under the terms of the order.

4. Delivery Deadlines

Delivery dates specified in the order must be strictly complied with. Any delays must be reported immediately in writing together with a new date of delivery.

5. Shipping, Packaging, Insurance

The goods reception location indicated by the Purchaser is the order fulfilment place. Unless the order specifies otherwise, the Supplier delivers ordered goods to the Purchaser at the Supplier's expense and risk. In the absence of any specific transport and packaging requirements specified in the order, the Supplier should select the means of transport and packaging as well as organize transport in such a way as to effectively prevent the occurrence of transport damage during loading, reloading and unloading operations. With regard to packaging, the Supplier should comply with all applicable legal regulations.

The Supplier is responsible for ensuring that a delivery is accompanied by correct shipping documents, i. e. an invoice/original + copy/, a waybill, a shipping list, a quality certificate, a material safety data sheet, etc. Any lack of necessary documents is regarded as a delay in delivery until all correct documents have been received.

Furthermore, shipping documents should contain the name and designation of the goods, together with their SWW, PKWiU symbols (only for Polish suppliers), CN code and weight of goods.

6. Prices and Dates of Payment

Unless the order specifies otherwise, all prices are quoted for deliveries to the Purchaser, at the cost and risk of the Supplier. All payments are made on the Tuesday in the week following the due date. The Purchaser is entitled to make payments under the split payment mechanism.

7. Acceptance of Delivery, Complaints

The delivered goods must have the required properties, must not have any defects that deprive them of or reduce their value or suitability for the purposes specified in the order. All delivered goods must comply with the applicable occupational health and

safety regulations. The Supplier is obliged to attach to the shipping documents all manufacturer's declarations required for a given product or a declaration of conformity /CE/ within the meaning of the European Union requirements as well as other certificates required under the applicable legal regulations. The Supplier guarantees that the Supplier and each subsequent user in the supply chain (i) are aware of the obligations incumbent upon them in connection with the EU regulations on chemicals and their safe use (EC 1907/2006 - "REACH") concerning pre-registration, registration and testing of individual substances, (ii) are familiar with and at all times comply with the provisions of REACH and (iii) are properly prepared for pre-registration and/or registration of each respective substance sold to the Purchaser. The Supplier will notify the Purchaser of all measures taken in connection with the implementation of the provisions of REACH and, in particular, will specify (i) what measures have been taken to comply with the provisions of REACH and (ii) which substances in the Supplier's products are covered by REACH. The shipping documents must be accompanied by other necessary documents such as a quality certificate, a user manual, technical drawings, a safety data sheet and, if not provided earlier, a warranty card.

The Purchaser has the right to examine the goods within 30 days of their receipt, unless a longer period has been agreed. Complaints will be lodged within 30 days of the examination of the goods and will be confirmed by a relevant complaint report.

The Purchaser has the right to file a complaint about latent defects that become apparent later within 30 days of their discovery.

If the ordered goods are covered by the Supplier's warranty, the warranty period may not be shorter than 1 year, unless the order indicates otherwise. If the ordered goods are to be assembled on the Purchaser's premises, the warranty period commences upon the acceptance of the completion of assembly. In other cases, the warranty period commences at the time of the delivery of the ordered goods to the Purchaser.

If any defects are discovered, the warranty period will be extended by the duration of the time between a notification of the defect and its repair. For repaired or replaced parts, the warranty period commences anew.

In the case of warranty repairs, the repair period should not be longer than 14 days for domestic deliveries and 30 days for deliveries from abroad. If the warranty period is extended, the Supplier should notify the Purchaser about it and provide a reason for such an extension.

The exercise of the rights under the warranty does not exclude the Supplier's liability under the statutory warranty for defects.

8. Contractual Penalties

In the event of non-fulfilment or improper fulfilment of the order, the Supplier is obliged to pay the Purchaser contractual penalties equal to the following percentage of the value of the order: 10 % – if the Purchaser withdraws from the agreement for reasons attributable to the Supplier 0.5 % – for each day of delay in the delivery of the ordered goods.

The Purchaser has the right to claim compensatory damages if contractual penalties do not cover incurred losses.

9. Copyrights

Any documentation, models, manuals, etc. provided to the Supplier for the purpose of fulfilling the order constitute the exclusive property of the Purchaser and, pursuant to the Civil Code and other applicable legislation, are subject to special legal protection. Consequently, the Supplier undertakes not to distribute them, make them available or provide information about them to any third

parties or use them for any production purposes without the consent of the Purchaser.

10. Dispute Resolution

All disputes between the Supplier and the Purchaser will be settled by the Court of Law of local and material jurisdiction over the Purchaser.

11. Additional Provisions

The Supplier may transfer receivables arising from the order to third parties only with the consent of the Purchaser.

If the Purchaser withdraws the order before or after the deadline for its fulfilment, the Purchaser will be obliged to compensate the Supplier for only documented expenditures incurred for the manufacture of the ordered goods. The provision above does not apply to withdrawals due to the Supplier's fault.

The Purchaser complies with the applicable national, EU and international anti-corruption laws. By submitting and confirming the order, the Parties declare that they have not exerted any influence and have not given or accepted any benefits in order to influence the outcome of a tender procedure or to enter into an agreement in a manner contrary to the law or good commercial practices, and that they are not aware of any agreements or arrangements between potential contractors that were supposed to exert such influence.

The Supplier declares that all imported goods, if any, are not subject to EU restrictions against the Russian Federation in connection with the Russian aggressive war against Ukraine, and against the Republic of Belarus in connection with the situation in Belarus.