

1. **ACCEPTANCE** - The Supplier acknowledges the content herein and accepts it. Written acceptance of an order or commencing work or providing services will constitute Supplier's assent to and acceptance of these General Terms and Conditions of Purchase.
2. **GENERAL PROVISIONS** - To all provisions not specified herein, the Polish Law, including the Civil Code, shall be applicable. Terms of the Supplier, if contradictory to these Buyer's terms, do not constitute a part of this order and will not be legally binding.
3. **ACCEPTANCE OF ORDER** - Orders shall be legally binding, if made in a written form (including electronic form) and fully accepted by the Supplier. Not providing a written acceptance of the order within 7 days shall be understood as an acceptance of the terms and conditions of the order. Transferring orders to Third Party suppliers without previous consent of the Buyer is not allowed and entitles the Buyer to withdraw from the agreement and demand covering the all costs incurred .
4. **DELIVERY AND BILLING** - The Supplier is obliged to properly secure the goods for the time of shipment in order to prevent any material damage during shipment to the Buyer and ensure safe storage of the goods in Buyer's warehouse, labeling and shipping the goods in accordance with Buyer's requirements. The Buyer is entitled to withhold the payment until receiving a confirmation of delivery of the goods/service in accordance with the Buyer's requirements.
5. **DELIVERY SCHEDULE** - All deliveries shall be realized in accordance with the delivery schedule provided by the Buyer. The Buyer is entitled to change terms of delivery of parts of goods included in the delivery schedule or to temporarily suspend planned deliveries, and none of such events shall constitute a foundation for the Supplier to lay a financial claim. In case of ordering goods when the amount and term of delivery have not been specified, the Supplier shall deliver the goods in accordance with the requirements of the Buyer provided at a later time. Should the delivery not meet Buyer's requirements and there is a need for a means of transportation faster than previously specified by the Buyer, the Supplier is obliged to ship the goods as fast as possible at their own expense.
6. **QUALITY AND CONTROL** - The Supplier is obliged to meet all legal and regulatory requirements, procedures, quality standards specified by the Buyer. The Buyer is entitled to entering the Supplier's facilities at a reasonable time and date in order to inspect the goods, materials, tools, machines and devices, as well as any other property included in the agreement.
7. **REACH REGULATION, PROHIBITED MINERALS, SOCIALRESPONSIBILITY**
 - a. The supplier undertakes to comply with the REACH regulation (registration, assessment and authorization of chemicals).
The Supplier shall provide the Purchaser with all necessary information regarding the contracted products in a timely manner.
 - b. The supplier will only use products, packaging and / or processes that comply with applicable environmental protection and waste management requirements.
 - c. Supplier, by implementing appropriate measures, guarantees that the materials, products or services provided are not polluted or do not comply with legal requirements. (among others Directive 2000/53 / EG, 2002/525 / EG, 1272/2008,)
 - d. The Supplier will ensure, through the implementation of appropriate monitoring actions and declarations, that in deliveries to the Purchaser there are no minerals from conflict areas - the so-called. "Conflict Minerals" defined in US law (section 1502 of the Dodd-Frank Act).
 - e. The supplier ensures that the working environment of his employees is safe, does not harm their health and complies with the law. The supplier guarantees that neither he nor any of his subsidiaries engages in business practices that violate the regulatory principles of the Children's Rights Commission.
8. **GOODS WHICH DO NOT MEET THE REQUIREMENTS, WARRANTY** - The Supplier guarantees that the delivered items are free from flaws and defects, in accordance with the specification and technical drawings provided by the Buyer or provided to the Buyer before placing the order by the Buyer. The warranty extends to all flaws and defects which may occur at any time before or after the installation of the item in production, at the time of and after the installation in a vehicle, as well as after selling the vehicle or spare parts. The Buyer is obliged to inspect the Goods thoroughly upon accepting the delivery. The inspection shall be a sample check and with reference to visible defects. The Buyer is entitled to return all defective Goods. The Supplier is obliged to replace the defective Goods immediately and at their own expense. The Supplier is also obliged to select the defective Goods at their own expense, and in case of not meeting the deadline set by the Buyer, the Buyer shall select the defective Goods at the Supplier's expense. Tools, machines and devices are under warranty for the period of 12 months unless otherwise specified in the agreement/order/instruction manual.
9. **RISK OF LOSS** - The risk of loss remains on the Supplier until the moment of delivery of the goods/services to the Buyer.
10. **TERMINATION** - The Buyer is entitled to terminate the agreement in full or partially at any time, with three months' notice, for any reason by notifying the Supplier in a written form. The Buyer is entitled to terminate the agreement with immediate effect in the following or comparable situations:
 - a) insolvency of the Supplier or a bankruptcy petition filed by the Supplier or Supplier's creditors,
 - b) when The Supplier does not respect the terms and conditions of the agreement or violates them, and the violation has occurred twice,
 - c) the Supplier does not provide services or goods in accordance with the specification of the Buyer,
 - d) the Supplier does not make progress in the realization of work, which may in consequence endanger timely and proper realization of the services or delivery of goods.
11. **CONFIDENTIALITY** - The parties of the agreement acknowledge that all obvious trade and technical information arising from mutual trade relations constitute a trade secret. Drawings, models, templates, designs and similar objects are not to be handed over or made available to third parties as they remain the property of the Buyer. The parts which the Supplier, in accordance with the Buyer's specifications, is to process or produce also

constitute a trade secret. The same conditions apply to sub-suppliers.

12. **INDEMNITY** - If the Supplier performs any work in the Buyer's facilities or uses the Buyer's property, irrespective of whether in or away from the Buyer's facilities, the Supplier indemnifies the Buyer and is obliged to pay the Buyer compensation for any claims, demands, liability claims, costs, expenses (including justifiable expenses on legal aid and other costs) related to loss in property or bodily injury (including death) incurred by the Buyer, Buyer's employees or other people, and related to realizing the work by the Supplier or using Buyer's property; this does not include liability for claims related solely to Buyer's negligence.
13. **SUPPLIER'S PROPERTY** - Unless otherwise agreed with the Buyer, the Supplier shall deliver, store, properly maintain and replace at Supplier's own expense any required machines, equipment, tools, presses, measuring devices, accessories and others used to produce the Goods. The cost of modifications of the Supplier's property necessary for design changes and technical specification changes, which have been permitted by the Buyer, shall be covered by the Buyer. The Supplier shall take out full insurance on Supplier's Property against fire and any risk to the property's replacement value.
14. **BUYER'S PROPERTY** - All materials, tools, devices, accessories etc. provided to the Supplier by the Buyer directly or indirectly in order to realize the agreement, or those for which the Supplier has been reimbursed by the Buyer, will be and remain the Buyer's property and shall be stored by the Supplier in accordance with the storing instructions. The risk of loss of or damage to Buyer's Property shall pass to the Supplier. Buyer's Property will be handed over to the Buyer immediately upon request.
15. **DISPUTE RESOLUTION** - In case of disputes, the Supplier acknowledges the jurisdiction of the Court of Justice proper for the Buyer. The Buyer also has the right to bring an action against the Supplier in the Court of Justice proper for of the Supplier's registered headquarters.
16. **RIGHTS AND OBLIGATIONS TRANSFER** - The transfer of rights and obligations which result from the agreement/contract can be performed by the Supplier only after a prior written acceptance by the Buyer.
17. These General Purchase Conditions are prepared in Polish and English. In the event of discrepancies between these versions, the Polish version will be superior. The English version will only be considered for translation purposes.