

**General Conditions of Purchases and Deliveries**

1. General provisions

1. General Conditions of Purchases and Deliveries (hereinafter "GCP") of Enprom sp. z o.o. based in Warsaw (hereinafter "Enprom") apply to all orders the subject of which is the purchase by Enprom of goods and services from third parties (hereinafter collectively "Suppliers").
2. The GCP are available on the Enprom website and may also be attached to orders placed by Enprom.
3. The GCP constitute an integral part of the orders on the basis of which Enprom buys services or orders deliveries or purchases regardless of their value ("Orders").
4. The Investor with whom Enprom has concluded a contract and with whom the Order is connected intentionally, i.e. is carried out due to the necessity to properly perform the contract by Enprom, is hereinafter referred to as the "Investor".
5. If the provisions of the GCP are inconsistent with the provisions of the Order, the Order shall prevail.
6. The order together with the GCP and other documents attached to the Order constitute the entire contract between Enprom and the Supplier and override the Supplier's offer, as well as any possible negotiation arrangements, general terms, positions or arrangements submitted by the contractor, both in writing and orally, with the exception of the scope directly included with the consent of Enprom in the content of the Order.

2. Orders

1. The subject of the Order is the delivery of goods and / or the provision of services to Enprom indicated in the Order submitted by Enprom.
2. The order must be executed in accordance with the conditions specified in its content (in particular, the quantity of goods or the type and manner of service performance, type of goods, delivery date, standard, price, approval) by Enprom and the GCP.
3. Any changes to the specification of the Order may be introduced after the prior consent of Enprom expressed in writing under pain of nullity.
4. Enprom reserves the right to refuse to accept goods or services inconsistent with the order or GCP. In such a case, the supplier is not entitled to remuneration or compensation.
5. The Supplier is obliged to confirm the acceptance of the Order in writing (also by e-mail) within 3 working days of receiving the Order. Acceptance of the Order results in the conclusion of the contract. The performance of the Order may take place only in accordance with the conditions specified in the Order and the GCP. If the Supplier changes any condition of the received Order, the contract shall be deemed void, unless Enprom agrees to change the content of the Order in writing under pain of nullity.
6. The Supplier's commencement of the performance of the contract, without confirmation of the Order, is tantamount to concluding the contract on the terms specified in the given Order and GCP.
7. If there is no refusal to confirm the order within 3 working days from the date of delivery of the Order to the Supplier, the Order shall be deemed accepted for execution on the terms specified in the order and GCP.
8. The subject of delivery remains the property of the Supplier until it is delivered and collected by Enprom in accordance with the terms of delivery.
9. All drawings and technical documents from the Supplier and relating to the Order received by Enprom may be submitted by Enprom to the Investor and included in the design documentation without additional remuneration.
10. Enprom is entitled to resign from all or part of the Order. The resignation referred to above will be combined with a corresponding reduction in the remuneration due to the Supplier by the value of supplies and / or services that the Supplier will not be obliged to provide.

3. Payment terms

1. The price and terms of payment are each time specified in the Order, subject to the following provisions.
2. The payment term shall be counted from the date of receipt by Enprom of a correctly issued invoice with attachments and shall be 45 days.
3. The Supplier is obliged to put the Order number on the invoice (and in the shipping specifications and Goods Dispatched Notes). The Supplier accepts that if the Order number is not included in the invoice, it cannot be processed in the Enprom system and only the invoice containing the correct number will be considered delivered. A copy of the delivery note signed by Enprom must be attached to the invoice.
4. The required documents, such as: approvals, test reports, guarantees, declarations of performance, quality certificates and others indicated in the

Order, must be attached to the invoice. Enprom may withhold payment of the price until the documentation is completed.

5. Enprom authorizes the Supplier to issue an invoice (in accordance with the Order placed) without the signature of Enprom. The above does not constitute and cannot be construed as an admission of debt, either in whole or in part. Enprom agrees to send invoices electronically.

4. Copyright (license)

1. If, in connection with the performance of the Order, the Supplier provides a work within the meaning of the provisions on copyright (hereinafter the "Work"), then the Supplier, as part of the remuneration referred to in the Order, upon delivery of the Work without the need to submit separate statements in the above-mentioned matters, transfers to Enprom (or properly licenses) all proprietary copyrights and related rights to any Works provided under a given Order, together with the exclusive right to perform and authorize the execution of derivative copyright.
2. The transfer of copyrights and related rights referred to above takes place in all fields of use known on the date of the Order. The transfer of rights is not territorially limited. The Supplier gives Enprom the right to use the Work in its entirety as well as in the form of any fragments for promotion or advertising in the form of posters, photographs, radio or television and internet advertisements.
3. The Supplier transfers to Enprom, within the remuneration referred to in the Order, the ownership of the copies (material carriers) on which the Work has been recorded. Enprom has the right to disseminate and publish materials or issue statements related to the Work without indicating the authors of the Work in these materials and statements. The license also transfers to Enprom the derivative rights to the works to make any changes, alterations or adaptations, with the right to further trade in the works resulting from changes, alterations or adaptations.
4. The fields of exploitation include, in particular, but not exclusively, the right to:
  - a. reproduction;
  - b. recording by any technique;
  - c. entering into computer memory;
  - d. dispose of in whole or in part for a fee or free of charge to third parties;
  - e. disseminating or publicly presenting.
  - f. use for assembly.

5. Terms and date of delivery

1. The terms of performance of the contract are specified in the Order or separately agreed by the parties by mutual agreement concluded in writing or by e-mail, otherwise null and void. The Supplier undertakes to complete the Order on time.
2. The Supplier undertakes to perform it in accordance with the Incoterms 2020 delivery terms, unless other terms of delivery are indicated in the Order or the contract.
3. Enprom has the right to withdraw from the Order in whole or in part without the need to set an additional deadline, even before the deadline set for its performance. The above right may be exercised in situations where the Supplier is delayed with the commencement or performance to such an extent that it is unlikely that it will be able to complete it within the agreed time. The right of withdrawal may be exercised by Enprom within 90 days from the expiry of the contract performance period. In this case, Enprom shall not be liable for any damage to the Supplier, with the rights to contractual penalties and / or compensation for damage on general terms.

4. The Supplier shall notify Enprom of the date of delivery of the subject of the relevant Order at least 3 working days in advance. With the delivery, the Supplier is obliged to provide the agreed documents, including test reports, instructions for use, safety instructions, bill of lading, instructions, certificates, declarations of performance, quality certificates and manuals, and the specification of individual elements or other documents, if they are necessary for the proper performance of a given Order.

5. At any time before delivery, Enprom has the right to inspect the subject of delivery or performance of the service and the conditions of its production / implementation at the chosen place and time, and request samples of the subject of delivery. In the event that, in the opinion of Enprom, the subject of the delivery or its performance does not meet the conditions set out in the Order and may cause damage to Enprom, Enprom will inform the Supplier about it and set him an appropriate deadline for taking corrective actions for the proper performance of the contract. The method of implementing corrective actions as formulated by Enprom is binding on the Supplier and is carried out at his expense and risk.

6. Notwithstanding any inspections or controls performed by Enprom, the Supplier remains fully responsible for the compliance of the Order with its terms.

6. Responsibility

1. In the event of delayed completion of the Order or removal of defects, Enprom may demand a contractual penalty from the Supplier in the amount of 0.5% of the gross price specified in the Order for each commenced day of delay, but not more than 30% of this gross price. In the event of termination (withdrawal from) of the Order by any of the parties for reasons for which the Supplier is responsible, Enprom may demand a contractual penalty from the Supplier in the amount of 20% of the gross price specified in the Order, which does not exclude the possibility of claiming supplementary compensation on general terms, in the event of a loss exceeding the amount of the reserved contractual penalty.
  2. In the event of improper performance of the Order or delay in removing defects, Enprom is entitled to entrust the performance of the contract to a third party at the expense and risk of the Supplier, and the Supplier is not entitled to receive any remuneration, except for the remuneration for correctly delivered goods or services. Enprom has the right to use substitute performance without the need to obtain a court authorization pursuant to Art. 480 of the Polish Civil Code.
  3. The above rights are independent of the right of withdrawal referred to in p. 5.3. above.
7. Guarantee and warranty
1. The Supplier grants a guarantee and warranty for the subject of the Order or service for a period of 60 months from the date of final receipt of the subject of the contract with the Investor, the performance of which is the subject of the contract with the Supplier or service provider, unless a different guarantee or warranty period is indicated in the Order. The guarantee rights may be exercised by Enprom irrespective of the warranty rights.
  2. Enprom has the right to lodge a complaint if the subject of the Delivery or service does not meet the conditions of the Order / contract in terms of quantity and / or quality, and the Supplier is obliged to respond in writing or electronically within 3 working days from the date of receipt of the complaint. In the event of not receiving a response to the complaint within the specified time limit, the Parties agree that the complaint is justified, and Enprom may use the complaint rights specified in the GCP. If the transport of goods is necessary, it is at the expense and risk of the Supplier.
  3. If the Supplier fails to remove the defects or fails to remove them within the time limit specified in p. 8.1. or removes them improperly, Enprom shall have the right to remedy the defects at the Supplier's cost and risk and demand a reimbursement from the contractor. The provision of art. 480 of the Polish Civil Code has no use. In the event described in this paragraph, Enprom does not lose any rights under the quality guarantee and warranty.
  4. Claims under the guarantee or warranty may also be made after the expiry of the guarantee and warranty period, if the defects arose before the expiry of the guarantee and warranty period.
  5. It is assumed that if the defect is discovered during the defect liability period and in the opinion of Enprom there are reasonable grounds to believe that similar defects may also appear in other elements, the Supplier must remedy the defect in all delivered goods. Enprom has the right to transfer the warranty entitlement to the Investor
8. Complaint
1. In the event of non-compliance of the subject of the Delivery or service with the Order, including in particular a defect, the Supplier is obliged, at the option of Enprom:
    - a. within no more than 5 working days, repair the subject of the Order at its own expense (unless Enprom sets a different date appropriate in the circumstances of a given case) or
    - b. within no more than 5 working days, replace the subject of the Order with free from defects (unless Enprom designates another appropriate in the circumstances of the case).
  2. Notwithstanding the foregoing, Enprom may:
    - a. reduce the price in proportion to the size of the defect or
    - b. demand from the Supplier a refund of the price paid in full. In such a case, the Supplier is obliged to collect the subject of the Delivery at his own expense from the place indicated by Enprom.
  3. The Supplier is in any case also obliged to take such actions and within such time limits that are necessary for Enprom to fulfill its obligations under the guarantee or warranty towards the Investor.
9. Force majeure
1. The Supplier shall not be liable for the delay in part of the Delivery performed by the Supplier only in the event that the delay was caused by force majeure.
  2. Force majeure is considered to be any unforeseen circumstances that may occur during the performance of the Delivery or services independent of the will of the parties, which cannot be prevented by the parties and which do not allow for the proper performance of the Delivery, such as: fire, flood, earthquake, strikes, mobilization, hostilities, terrorist attack, national pandemic state, general shortage of raw materials, energy or unavailability of public transport, embargo.
3. A party that is unable to meet its obligations due to force majeure is obliged to notify the other party of the occurrence of force majeure. If the duration of force majeure exceeds 1 month, each party has the right to terminate the contract without notice.
10. Confidentiality
1. All information obtained by the Supplier in connection with the execution of the Order, including in particular all organizational, commercial and technical information regarding Enprom and not made publicly available, is confidential information and as such cannot be disclosed to third parties. This obligation is unlimited in time, but does not apply to situations where the obligation to provide information results from mandatory provisions of law.
  2. In particular, confidential information is information on the volume of trade, prices applied, product specifications, technological data.
  3. Enprom may claim compensation for the damage caused by the disclosure of confidential information.
11. Settlement of disputes, assignment, subcontractors
1. In matters arising from the contractual relations of the parties, the relevant provisions of the substantive Polish law shall apply.
  2. Disputes concerning the performance of the contract, which are not settled amicably by the Parties, shall be resolved by the court competent for the seat of Enprom based on the provisions of Polish court procedure, unless the parties agree otherwise in writing under pain of nullity.
  3. The Supplier may not assign, subcontract, transfer the rights under the contract or encumber it, in whole or in any part, without the prior written consent of Enprom given in writing under pain of nullity. Enprom may at any time assign, transfer, encumber, subcontract or enter into agreements, in any way exercising its rights or obligations under the contract, with any entity belonging to the Enprom Group.
  4. The Supplier is obliged to control its subcontractors or sub-suppliers and is fully responsible for any acts, defaults, negligence or liabilities of all its subcontractors, agents, service providers and employees, as well as for its own acts, default, negligence or liability.
12. Insurance
- The Supplier is obliged to maintain and provide evidence of adequate liability insurance and statutory employee or employer's liability insurance with reputable and solvent insurers upon Enprom's request.
- 13 Final Provisions
1. Enprom has the right to withdraw from the contract if the contract with the Investor is terminated or any party to such contract has withdrawn from it. In this case, the Supplier may only demand reimbursement of incurred and documented costs that the Supplier cannot avoid.
  2. If the mandatory provisions of law or the provisions of the contract do not provide for a different deadline for the exercise of the right of withdrawal, the declaration of withdrawal may be submitted within 90 days from the date of occurrence of the reason for withdrawal.
  3. The contractual liability of Enprom may not exceed the value of the Order or the contract with the given Supplier.
  4. The Enprom Code of Conduct is an integral part of the contract between Enprom and the Supplier. The GCP and the Enprom Code of Conduct are available on the Enprom website at: [www.enprom.pl](http://www.enprom.pl).
  5. The GCP and the Enprom Code of Conduct may be attached to the Orders placed by Enprom, however, irrespective of the above, the above documents constitute an integral part of contracts with Suppliers, regardless of the form of establishing a contractual relationship with Enprom.
  6. The supplier undertakes to comply with the principles resulting from the Enprom Code of Conduct and to apply the highest standards in the field of occupational health and safety and market good practices (no corruption). Violation of the above rules may constitute grounds for Enprom to terminate the contract with the Supplier at any time.