



General Terms and Conditions of Purchase

AWECO Polska Appliance Sp. z o. o.

based in Tychy

§ 1

GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions of Purchase ("GToP") apply to the purchase by AWECO Polska Appliance Sp. z o. o. ("Buyer" or "Ordering Party") of goods, including but not limited to materials, products, parts, machines and devices, and any services/software related to the above-mentioned goods ("Goods") from a supplier ("Seller").
2. The Parties exclude the application of contract templates, the Seller's general terms and conditions and other Seller's documents of a similar nature.
3. If any provision of these GToP becomes unenforceable for any reason, the remaining terms and conditions shall remain in full force and effect.
4. In the event of any discrepancies between the terms and conditions contained in the Order and the terms and conditions specified in these GToP, the terms and conditions specified in the Order shall prevail.

§ 2

SELLER'S OBLIGATIONS

1. The Seller is obliged to provide the Ordering Party with the Goods at the latest, in the language/languages indicated by the Ordering Party, the documents required by law and any other documents required by the Ordering Party, in particular attestations, certificates, declarations of conformity, safety data sheets, operating instructions and others.
2. Goods must be delivered in accordance with the Incoterms 2020 terms specified in the Order. Unless otherwise specified in the Order, the DDP Tychy (Turyńska 80) delivery method applies.
3. The Seller guarantees that at the time of delivery the Seller will have title to the Goods and will deliver the Goods to the Buyer free from encumbrances and/or third party claims.
4. Before delivery:
 - (a) The Seller is obliged to check the Goods for defects, compliance with the specifications, quality, weight and dimensions, if specified in the Order, as well as to check the correctness of the packaging;
 - (b) The Seller should pack the Goods, so that they will not be damaged during transport or handling. All items should be properly marked, i.e. they should be labeled in accordance with applicable rules (this applies in particular to dangerous goods); and in accordance with the Buyer's reasonable guidelines, if any were established at the Order stage; the packaging should include the Buyer's Order number, Seller's identification data, item number, place of delivery, item description, weight, and quantity; and the Goods should bear all markings required for the proper execution of the Order (including any assembly, if applicable).



5. If the Order (or any part thereof) is not completed within the time specified in the Order, the Buyer may withdraw from the contract within 60 days of the agreed delivery date or accept the delivery.
6. If it is indicated in the Order, the Buyer may refuse to accept partial or previously completed Deliveries.
7. The Seller is obligated to immediately and without the Buyer's request, provide the Buyer with information in writing or by email regarding possible or actual delays in delivery, in particular the duration of the delays, indicate the causes, and present its own recovery plan. At the Buyer's request, the Seller will also provide evidence confirming the aforementioned circumstances.
8. The Buyer is entitled to verify the progress and correct execution of the Order and may, for this purpose, request clarifications and documents from the Seller, and may inspect the Goods at the Seller's or its suppliers' premises, or at another location during normal business hours, after notifying the other Party of its intention. The Seller is obligated to provide such clarifications and documents and ensure that the Buyer can exercise the aforementioned right without undue delay.
9. The Seller represents and warrants that the goods comply with all applicable EU and Polish regulations, including but not limited to REACH, RoHS, CBAM, EUDR and environmental, labor and human-rights regulations applicable to the Seller and its supply chain.

§ 3

COMPLAINTS AND DEFECTS

1. The Seller guarantees that the delivered Goods meet the terms of the Order, comply with the technical/technological requirements, and are free from any defects (including omissions).
2. The Seller guarantees that the delivered Goods meet the technical, quality, and safety requirements in accordance with applicable standards and legal regulations in force in the Republic of Poland. Notwithstanding the foregoing, the Goods must also meet the technical, quality, and safety requirements specified in the Order.
3. The Seller is obligated to inform the Buyer of any circumstances that may make the delivered Goods hazardous to life or health.
4. The obligation to inspect the Goods, as provided for in Article 563 of the Civil Code, does not include the obligation to open the collective packaging. The Seller is liable for defects discovered after unpacking such packaging or for deliveries of multiple items in a single delivery other than in collective packaging (e.g., on pallets) as for hidden defects.
5. If a defect is found upon delivery of the Goods, the Buyer has the right to refuse acceptance of the delivery. Acceptance of the delivery does not waive the Buyer's warranty and guarantee claims.
6. The Seller's liability under the warranty begins on the date of delivery (i.e., if the Seller provides services along with the Goods, from the date of signing the acceptance protocol by the Ordering Party) of the Goods to the Ordering Party and lasts as long as the Ordering Party's liability to the customer lasts. If the Goods are ultimately delivered to the Ordering Party's customer (including as a semi-finished product), no longer than 60 months from the date of delivery to the Ordering Party – unless a longer period is specified in the Order; in other cases, the warranty period is 36 months.
7. If defects are discovered during the warranty period, at the Ordering Party's discretion:
 - a) The Seller is obligated, at its own expense and risk, and at the Ordering Party's discretion, to repair the defective Goods (i.e., remove the defects) or deliver Goods free of defects (i.e., replace or re-perform the service) within the time specified by the Ordering Party;
 - b) or
 - c) The Ordering Party may submit a declaration of price reduction or withdrawal from the contract. The Ordering Party may withdraw from the contract even if the defect is insignificant;



- d) If the Goods (including as a semi-finished product) are delivered to the Ordering Party's customer, the Ordering Party is entitled to demand, and the Seller is obligated, to remove the defect in the manner required by the Ordering Party's customer and within a timeframe no longer than the Ordering Party's obligation to the customer. In the event of a price reduction or withdrawal from the contract by the Ordering Party's customer, the Seller is also obligated to compensate the Ordering Party for any resulting damage.
8. The Seller shall also bear all costs and risks associated with the removal of defects (including replacement) of the Goods.
9. The Seller grants the Ordering Party a quality guarantee for the Goods delivered by it in accordance with the warranty statement. If the Seller fails to provide the Ordering Party with a warranty statement by registered mail or email to the person placing the Order or another contact person indicated in the Order no later than 3 days before delivery, the Parties, unless otherwise specified in the Order, agree that:
- a) the warranty period shall be 36 months from the date of delivery (i.e., if the Goods are accompanied by a service, from the date of signing the acceptance protocol by the Ordering Party) of the Goods. If the Seller offers a warranty period longer than 36 months, the longer period shall apply, taking into account the provisions of the General Terms and Conditions and the provisions of the Order;
 - b) Under the warranty, the Ordering Party is entitled, at its option, to demand immediate and free repair or immediate and free delivery of the Goods free of defects (within the time specified by the Ordering Party), as well as compensation, including reimbursement of costs, for expenses incurred and damages resulting from the delivery of defective Goods;
 - c) After the Goods are repaired or replaced, the warranty period begins anew.
10. If the Goods become the subject of claims for infringement of third-party rights, the Seller will take all necessary actions to ensure the Ordering Party's rights to the Goods, and will satisfy the claims and/or reimburse the Ordering Party for all costs (and repair any damage) related to defending against the claims and/or settling the claims by the Ordering Party.

§ 4

CONFIDENTIALITY

1. All information related to the Order, concerning the Ordering Party's activities, in particular, but not limited to, forecasts, know-how, specifications, procedures, and all technical and commercial information, documents, and data made available in connection with the Order, which has not been made public by the Ordering Party or by other persons who have obtained such information legally and are authorized to disclose it, is considered confidential information of the Ordering Party, the disclosure of which to third parties is possible only with the Ordering Party's prior consent, expressed in writing or by email. Such information may be used solely in connection with the execution of the Order or for the preparation of offers or quotations for the Buyer. The obligations set forth in this section remain binding for a period of 5 years from the date of execution of the Order. For technical documentation and know-how, confidentiality applies without time limitation. The confidentiality obligation does not apply to actions in response to requests from authorized public authorities.



§ 5

FORCE MAJEURE

1. Neither Party shall be liable for any delay or failure to perform, in part or in full, the Order to the extent that such performance was prevented, delayed, or hindered by an event beyond the Parties' control, which could not have been foreseen on the date of the Order or which could not have been avoided with due diligence, including, but not limited to, general strikes, epidemics, floods, earthquakes, wars, embargoes, and social unrest.
2. Force Majeure does not include strikes, lockouts, or other labor disputes involving the Seller or any persons employed by the Seller in the performance of the Order, including suppliers.
3. The Party referring to Force Majeure is obligated to provide the other Party with appropriate evidence and notify it of the impossibility/possible impossibility or delay/possible delay in the performance of the Order within 5 days of the occurrence of the Force Majeure event, making all commercially reasonable efforts to mitigate the effects of such Force Majeure event.
4. If a Force Majeure event lasts longer than two months, either Party may withdraw from the Order. The Party may exercise the right to withdraw within 90 days of the expiry of the two-month period specified in the first sentence.
5. The Ordering Party reserves the right to withdraw from the Order if fulfillment of the obligation would be immaterial to the Ordering Party due to an existing or anticipated delay or the effects of force majeure. The Party may exercise the right to withdraw within 90 days of the Ordering Party's disclosure of the circumstances entitling it to withdraw from the contract specified in the first sentence.
6. The Party invoking Force Majeure is obligated to notify the other Party within three days of the cessation of the Force Majeure event.

§ 6

RESPONSIBILITY

1. The Seller acknowledges and accepts that the Goods may be used or will be used to perform contracts concluded with the Ordering Party's customers. In the event of damage caused to the Buyer by the Seller or the Goods (including through the Buyer's obligation to satisfy the claims of its customers and third parties), the Seller will compensate the Buyer for the full amount of the damage, to the fullest extent permitted by mandatory provisions of law.
2. The Seller is liable for the actions of persons it uses to perform the contract (in each case, including the employment of professionals) as for its own actions.
3. The Seller is liable for non-performance or improper performance of the Order, in accordance with the terms and conditions specified in the law, the Order, including the General Terms and Conditions.
4. The Seller will pay the Buyer a contractual penalty:
 - a. in the amount of 0,5 % of the net remuneration specified in the Order for each day of delay in the performance of the given Order or part thereof, if the Order was to be performed in parts, including in the event of refusal to accept a defective delivery of Goods (or part of the delivery);
 - b) in the amount of 0,5 % of the net remuneration specified in the Order for each day of delay in the removal of defects (repair)/delivery of new replacement Goods/accompanying services for each day of delay beyond the deadline set by the Ordering Party – in accordance with the provisions of the General Terms and Conditions on warranty and guarantee;



- b. in the amount of 0,5 % of the net remuneration specified in the Order for withdrawal from the contract by the Ordering Party for reasons attributable to the Seller or termination of the contract pursuant to § 7 section 4;
 - c. in the amount of 100 000,00 PLN for each case of breach of the confidentiality obligation by the Seller. 5. The Buyer has the right to claim supplemental damages exceeding the contractual penalty, up to the amount of the actual loss suffered.
5. The exercise of the right to withdraw from or terminate the contract does not affect the Buyer's rights to claim contractual penalties and supplemental damages.
 6. Penalties may be cumulated.
 7. Failure by the Buyer to exercise its rights in the event of a breach of the contract by the Seller will not be considered by the Parties as a waiver of these rights regarding both prior and future breaches.

§ 7

TERMINATION AND WITHDRAWAL

1. Except as provided for in the Order, including the GTC, and applicable law, the Ordering Party may withdraw from the contract in the following cases:
 - a) if the Ordering Party's customer withdraws from the contract (or otherwise terminates it), if the Contract is concluded in connection with the performance of the contract with the Ordering Party's customer;
 - b) if there is a delay in remedying defects in the Goods (including replacement with new ones) exceeding 14 days;
 - c) the Seller declares that it will not perform the Contract (or any part thereof).
2. Except as provided for in the Order, including the GTC, and applicable law, the Seller may withdraw from the contract in the following cases:
 - a) if there is a delay in payment of amounts due under the Contract for at least 60 days, after the unsuccessful expiry of an additional period granted by the Seller in writing.
3. The right of withdrawal specified in the GTC or the Order, unless another period is specified, may be exercised within 60 days of the occurrence of the event justifying withdrawal.
4. If the Agreement stipulates that the Goods will be delivered in parts, or as individual orders are placed, and/or the Agreement is of a framework nature, the Ordering Party shall also be entitled to terminate the Agreement without notice if the Seller:
 - a) materially breaches the provisions of the Agreement;
5. or,
 - a) repeatedly or continuously violates the provisions of the Agreement, despite a prior written notice to cease and desist from the Ordering Party and an additional period of time.
6. The Parties may terminate the Agreement at any time by mutual agreement.

§ 8

INSURANCE

1. The Seller is obligated to obtain and maintain continuous insurance against civil liability and other risks specified in the Order, for an insurance amount no lower than that specified in the Order, for a period no shorter than the duration of the Order's performance, as well as the period of the guarantee and warranty granted or the limitation period for civil claims – whichever is longer.



2. The Seller is obligated to provide the Buyer with proof of conclusion of the insurance contract (policy) and payment of the insurance premium within 7 days of the insurance (extension) date.

§ 9

COOPERATION

1. If so provided in the Order, the Seller may not entrust the performance of any part of its obligation to another person without the prior written or email consent of the Buyer. The Seller is responsible for the actions of the persons it uses to perform the Order, including those entrusted with the performance of part of the Order, as if they were its own actions. Furthermore, the Seller is obligated to indemnify the Buyer against any claims made by such persons against the Buyer, and to compensate the Buyer for any damage caused to it as a result of such claims.
2. The Seller may not transfer its rights and/or obligations under the Order (including the right to receive payment) to a third party without the prior written consent of the other Buyer.

§ 10

COURT AND APPLICABLE LAW

1. The Order and any disputes related thereto are subject to Polish law.
2. The Parties exclude the application of international conventions on the sale of goods.
3. Any disputes arising from or in connection with the Order will be resolved by the courts having jurisdiction over the Buyer's registered office.