

GENERAL PURCHASE CONDITIONS
binding in contracts concluded by
Zakład Techniki Próżniowej TEPRO S.A. in Koszalin
(version B-07/20)

§ 1 Definitions

Whenever in these General Purchase Conditions of Goods and Services of TEPRO S.A. in Koszalin, the concept given below is written with a capital letter or an abbreviation, the following meaning is given to them:

1.1. GPC - means these General Purchase Conditions of Goods and Services of the TEPRO S.A. in Koszalin;

1.2. TEPRO - means the company Zakład Techniki Próżniowej TEPRO S.A. with its registered office in Koszalin, address: ul. Przemysłowa 5, 75-216 Koszalin, entered into the Register of Entrepreneurs by the District Court in Koszalin, IX Commercial Division of the National Court Register under KRS number: 0000107653, NIP: 669-05-01-578, share capital: PLN 7,000,000.00, WASTE DATABASE NO (BDO): 000009879

1.3. Goods - means all goods forming the subject of the order submitted by TEPRO;

1.4. Services - means all kinds of services provided to TEPRO as a result of the fulfillment of orders placed by TEPRO;

1.5. Supplier - means the subject with which TEPRO concluded a contract for the delivery or sale of Goods, as well as a contract for the provision of services to TEPRO, as well as another contract of a similar nature;

1.6. Purchase Price - the value expressed in monetary units, which TEPRO is obliged to pay to the Supplier for the Good or Service in accordance with the Order or the provisions of the GPC; the price does not include the tax on goods and services if under the applicable provisions of law the

sale / delivery of Goods / Services is subject to a tax on goods and services.

§ 2 The scope of application

2.1 These GPC are applicable to all contracts for the sale or delivery of Goods, as well as contracts for the provision of Services to TEPRO, as well as other agreements of a similar nature ("delivery contract") and are an integral part of each order submitted by TEPRO to the Supplier ("Order"), as long as TEPRO and the Supplier (hereinafter referred to as "the Parties" and each separately as "the Party") have not concluded a separate written contract. It is assumed that the GPC attached to the Order submitted by TEPRO to the Supplier shall apply to all subsequent Orders submitted by TEPRO to the given Supplier, without the necessity to re-deliver them, unless the Parties expressly agree otherwise in writing. Different provisions from these GPC are valid only if they have been agreed in writing by both Parties. The General Terms and Conditions of Sale of the Supplier are only valid if they have been accepted by TEPRO in writing.

2.2. The type of Goods to be delivered, their quantity, price and required specifications, as well as the type of Services to be provided to TEPRO, and their prices and required specifications are set out in the Order and / or in any other written documentation that TEPRO will make available to the Supplier. In the event of a conflict between the contractual documents of the same type drawn up by the particular Party, in particular regarding the type of Goods / Services to be delivered / made, their quantity and required specifications, a document with a later date takes precedence over a document bearing an earlier date.

§ 3 Order

3.1. Orders are placed by TEPRO in writing, based on information provided by the Supplier before placing the Order. All declarations made by the Supplier regarding the Goods and Services before TEPRO submits Orders (e.g., responses to TEPRO inquiries, price lists, promotional materials, etc.) will not be considered an offer within the meaning of the Civil Code. The offer to conclude the contract is only the Order placed by the TEPRO to the Supplier. Verbal Orders are valid as long as they have been confirmed in writing by TEPRO. The submission of an Order via fax or electronic mail is considered to be a form equivalent to a written form.

3.2. The order shall be deemed accepted and the contract shall be deemed concluded, upon delivery to TEPRO the Order confirmation from the Supplier or upon commencement of delivery of the Goods concerned / commencement of performance of the Services depending, whichever is earlier. No explicit rejection of the Order within 2 days of the date of its delivery to the Supplier is also considered as an acceptance of the Order. The order can only be accepted without any reservations. All conditions or provisions specified by the Supplier in the Order confirmation, which modify, supplement or otherwise differ from the conditions specified in the Order and these General Purchase Conditions are unacceptable, invalid and ineffective, and will be considered as non-reserved and the contract will be considered concluded on the terms specified in the Order submitted by TEPRO.

3.3. TEPRO reserves the right to change the Order during its implementation. The supplier will make the best efforts to satisfy

such a request. The parties jointly agree on any changes to the Purchase Price, if any, resulting from such a change. Changes to the Order by the Supplier during its implementation require the prior written consent of TEPRO.

§ 4 Purchase Price and payment conditions

4.1. Unless agreed otherwise, the Purchase Price indicated in the Order includes the packaging, all taxes (except the tax on goods and services, if applicable), fees, customs duties, transport charges (in accordance with the agreed delivery terms) and any other fees applicable to the delivery of the Goods / provision of Services. The Purchase Price also covers the costs of any additional services related to the delivery of Goods and provided by the Supplier on the basis of a given Order.

4.2. The payment terms are defined in the Order.

§ 5 Delivery

5.1. Unless agreed otherwise in writing, the date of delivery of the Goods / performance of the Services is specified in the Order. The agreed date of delivery of the Goods / performance of the Services is final and the Supplier is liable for any damage resulting from non-compliance of the above-mentioned deadline. The Supplier's liability covers all losses suffered by TEPRO as well as any lost profits by TEPRO due to failure to meet the deadline referred to in the preceding sentence without prejudice to the obligation to keep the delivery of the Goods / performance of the Services.

5.2 The Supplier is obliged to pay to TEPRO a contractual penalty in the amount of 0.5% of the order value, for each day of delay in its execution.

5.3. The Supplier is obliged to promptly inform TEPRO about any circumstances that may affect the delay in the delivery of the

Goods / performance of the Services. Partial deliveries are acceptable, if indicated in the Order, or agreed with TEPRO in writing.

5.4. Along with the delivery of the Goods / performance of the Services, the Supplier shall also provide all technical documentation and certificates required for the Services and for bringing the Goods to the market, including the Polish market or resale of the Goods especially on the Polish market in accordance with applicable law and / or other documents specified in Order. Failure to comply with the obligation referred to in the preceding sentence is tantamount to a delay in fulfilling the obligation by the Supplier, resulting in the possibility of withdrawing by TEPRO from the Contract for the supply of Goods / performance of Services, which have been subject of the failure from the obligation indicated in this point without setting an additional deadline.

5.5. Unless otherwise specified in the Order, the delivery condition is DDP (Incoterms 2010) to the place specified in the TEPRO Order, whereby the Supplier is obliged to unload the Goods at its own expense and risk and with the Supplier's efforts. The unloading of the Goods is only allowed after obtaining the prior consent of the persons designated by TEPRO and in places designated by them.

5.6. Unless otherwise agreed, the benefits and the risk of accidental loss or damage to the Goods / Services performed shall pass to TEPRO upon confirmation of the Goods / performance of Services by an appropriate document, in accordance with the conditions set out in the Order..

§ 6 Warranty

6.1. The Supplier ensures that all delivered Goods / Services performed are in accordance with the Order for the period indicated in the Order or provided for by the applicable law ("Warranty Period"), whichever period is longer. This means that the Goods / Services performed should

correspond to the quality and intended use specified by TEPRO, provided that the Supplier has been informed of this purpose / quality or it was known to the Supplier. The Supplier also ensures that the Goods / Services made and materials / devices / equipment necessary to perform the Service comply with the agreed specifications and approved samples, that they have been duly made, are of good quality and free from defects in the design, construction, execution and material that they comply with the mandatory provisions regarding, inter alia, health, safety and environmental requirements in the country of delivery, and so far as is known to the Supplier, in the country of destination and that they do not infringe any intellectual property rights of third parties. In the event that a third party reports to TEPRO any claims related to infringement of intellectual property rights to the delivered Goods / Services performed or materials / machinery / equipment necessary to perform the Service, including copyrights to the project documentation used in the performance of the Service, the Supplier shall release TEPRO from any liability by paying due amounts to a third party related to the violation of its rights.

6.2. Statement on the warranty mentioned in point 6.1. above is considered equivalent to the issuance of a warranty document. If the Supplier provides a separate warranty document (warranty card) terms and the rights specified in it may not be contradictory or less favorable to TEPRO than the terms and rights of TEPRO arising from these GPC and in the scope not regulated by these GPC in the applicable provisions of Polish law.

6.3. The obligation of TEPRO to check the delivered Goods is limited to the control of the type of Goods and their proper quantity. Every inspection and notification of defects by TEPRO during the Warranty Period will be considered as filed on time; TEPRO is not bound by any deadline for notifying the Supplier about the defect. In the case of Orders related to the provision of Services,



the preceding sentence shall apply accordingly.

6.4. In the event of non-compliance of the Goods with the Order or other arrangements between TEPRO and the Supplier made in writing, under pain of nullity, TEPRO may, at its own discretion, demand the remedy or replacement of defective Goods, delivery of the missing part or missing parts, without prejudice to other TEPRO rights resulting of these GPC or the law, including, without limitation, the right to withdraw from the delivery contract and the right to claim compensation for actual damages and lost profits. In the event of incompatibility of the Service with the Order or other arrangements between TEPRO and the Supplier made in writing, under pain of nullity, TEPRO may demand removal of the defect, and if the defect cannot be removed, or if the Supplier does not remedy the defect within the prescribed period, TEPRO may, according to his choice, withdraw from the delivery contract or demand a reduction of remuneration, without prejudice to other TEPRO rights arising from these GPCs or from the law, including, without limitation, the right to claim compensation for actual and lost profits.

6.5. The Supplier is obliged to remove the defect of the Good or Service or replace the defective Goods with a product free from defects - according to the TEPRO choice, in accordance with the provisions of point. 6.4. above within 14 days from the date of reporting the defect by TEPRO, unless TEPRO agrees in writing to another date. If the Supplier does not remove the defect of the Good or Service or fails to replace the Goods free from defects within the time limit referred to in the preceding sentence, TEPRO is entitled to remove the defect itself or to entrust its removal or - in relation to the reported defect of the Service - to further performance of the Service to a third party in both cases at the expense and risk of the Supplier, without prejudice to the rights of TEPRO resulting from non-performance / improper performance of the delivery contract.

6.6. TEPRO reserves the right to refuse to accept the Goods / Services performed for reasons specified in the writing to the Supplier. The use by TEPRO of such a right does not mean that TEPRO is delayed in receiving the Goods / services performed.

6.7. In the event of refusal to accept the Goods, TEPRO will inform the Supplier of this fact without delay, stating the reasons for the refusal to receive the Goods. Goods, which according to the preceding sentence TEPRO refused to accept, will be - at the choice of TEPRO - returned by the Supplier at his expense and risk or retained by TEPRO, if possible, until the Supplier issues further instructions to TEPRO regarding their disposal within 5 weekdays.

§ 7 Confidentiality

7.1. All data and information obtained from TEPRO, whether verbal or written, should be used by the Supplier only for the purpose of executing the Order. All such data and information remain the property of TEPRO and if they are in writing, they should be returned at TEPRO's first request, together with all copies thereof.

7.2. The supplier should keep all data and information in strict confidentiality, should not rely on any publications, advertisements, as well as in any other written or oral form for the performance of deliveries for TEPRO, without the prior written consent of TEPRO.

§ 8 Improper performance and non-performance

8.1. The improper performance of the Order by the Supplier is considered as its delay in this regard. The Supplier is obliged to repair any damage to TEPRO resulting from the non-performance or improper performance of the Order by the Supplier or from an unlawful Supplier's act, including any damage suffered by TEPRO as a result of third party claims.

8.2. In the event of improper performance or non-performance of the order by the Supplier, when the continuation of the order performance is contrary to the interests of TEPRO or threatens TEPRO with financial loss, TEPRO is entitled to withdraw from the order and demand payment by the Supplier of a contractual penalty in the amount of 20% of the gross order value. If the incurred by TEPRO loss is higher than the accrued penalty, TEPRO is entitled to claim supplementary compensation.

§ 9 Additional provisions

9.1. Subsequent prosecution of law or waiver of its investigation in a given case will not be considered as a waiver of any contractual or legal TEPRO privilege.

9.2. The rights and obligations arising from the Order may not be transferred to a third party without the prior consent of TEPRO. Notwithstanding the foregoing, TEPRO is entitled to transfer the rights and obligations arising from the Order to other third parties. TEPRO is entitled to transfer the rights and obligations from the granted guarantee and warranty to third parties.

9.3. All offers, orders, contracts and these GPC shall be subject to the law of the country, competent for the headquarters of TEPRO. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply.

All disputes between the TEPRO and the Supplier resulting from the Order will be settled by the court having jurisdiction over TEPRO's seat in accordance with Polish law, without prejudice to the TEPRO's right to bring an action to the court that would be competent, in case of the absence of choice of a court in accordance with this point.

9.4. The Supplier undertakes to conduct business in compliance with ethical standards and professional integrity, to comply with the regulations and organizational rules and safety at the place



of delivery of the Goods / performance of Services in accordance with applicable provisions in the field of occupational safety and health and human rights and labor law and competition protection, and combating unfair competition and corrupt practices. The Supplier declares that he is familiar with the applicable regulations in the field of environmental protection. The Supplier is responsible for the management of waste generated in connection with the delivery of Goods / provision of Services.

9.5. The Supplier is obliged to provide TEPRO upon request and on the date indicated by TEPRO technical and operational documentation of the equipment with which it delivers the Goods / performance of the Services, as well as current measurements of the electrical installation, information on meeting the minimum safety requirements and a maintenance book with an entry confirming the operability of the devices referred to in the preceding sentence. The supplier that uses the equipment subject to technical supervision is obliged to provide TEPRO with the current valid decision of the Office of Technical Inspection, their admission to use and the certificates of the devices used.

9.6. The supplier is obliged to have a current civil liability insurance contract. The supplier is obliged to submit each time at the request of TEPRO and on the date indicated by TEPRO for inspection of the insurance policy TEPRO, referred to in the preceding sentence. The Supplier shall bear all liability towards TEPRO as well as third parties for any damage to property, health or life caused by the Supplier, its employees or third parties acting on its behalf in connection with the performance of the Order.

9.7. The Supplier is obliged to maintain the place of delivery of the Goods / performance of the Services during the delivery of the Goods / provision of Services in a condition that will not hinder the proper functioning of the enterprise of the person for whom the Supplier performs the delivery of the

Services / provision of Services and will not pose a threat to the occupational health and safety and fire safety. The Supplier is obliged to store the materials and equipment necessary to deliver the Goods / provide Services in the place designated by TEPRO or a person designated by it. The supplier is obliged after completing the works to sort out the area of delivery of the Goods / provision of Services and to secure his equipment and materials.

9.8. In case when the delivered goods is produced using mold / pattern which will be made by the Supplier according to the drawings or guidelines provided by TEPRO, the above mentioned molds / patterns at any case remains the property of TEPRO and are the subject to the obligation to return to TEPRO immediately (up to 3 days) after the end of cooperation by the parties.

9.9. TEPRO reserves the exclusive right to the supplier for the goods that are the subject of the order on the basis of these GTC. The supplier may not deliver the goods covered by the order to other contractors during the validity of the order.

10.1. Goods made on the basis of a mold / pattern owned by TEPRO may not be sold by the Supplier to the third parties, also in the period after the end of cooperation between the parties.

10.2. The supplier cannot have any copies of molds / patterns using for manufacturing of goods after termination of cooperation between the parties, and if he has such, he is obliged to immediate return it to TEPRO or destroy them and provide TEPRO with proof of such action.

10.3. Personal data contained in this contract (personal data of contractors, tenants and representatives of the contractor, etc.) and data provided by the parties of the contract within the performance of services covered by the

contract are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on the protection of personal data - GDPR). The parties of the contract declare that they have duly fulfilled the information obligations provided for in Art. 13 and art. 14 of the GDPR towards each person whose personal data they process as part of the performance of this contract.

10.4. GDPR Information Clause TEPRO S.A. is always available at the data collection point, in the company's secretariat and on the website www.tepro.pl, and is attached as an appendix to this contract.

10.5. TEPRO S.A. acting in accordance to Art. 4c of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (Journal of Laws 2019.118, i.e. of 2019.01.21), declares that it has the status of a large company.

10.6. The GPCs are in force from August 1, 2020.

Koszalin, August 1, 2020



GDPR INFORMATION CLAUSE TEPRO S.A.

In accordance with Article 13 paragraph 1 and 2 of the Regulation of the European Parliament and the Council (EU) of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data and the repeal of Directive 95/46 / EC (general regulation on data protection - hereinafter GDPR), we would like to inform you that:

The administrator of your personal data is:

Zakład Techniki Próżniowej TEPRO S.A. with the registered office in Koszalin, Poland, Przemysłowa 5

1. Purposes and grounds of data processing

As an administrator we will process your personal data on the basis of applicable law and the concluded contract in order to:

- a) conclusion and performance of a binding contract, for the duration of the contract and the time of settlements after its termination (legal basis: art.6 par.1b GDPR)
- b) fulfillment of legal obligations incumbent on the administrator
 - issuing and storing the invoices and accounting documents
 - answering your questions

We will use the data necessary to fulfill the legal obligations;

- for the duration of the above-mentioned obligations e.g. issuing the invoices and other documents being the basis of the mutual settlements (legal basis: art.6 par.1c GDPR)
 - at the period of time in which we are obliged by law regulations for storage of the data e.g. the tax data (legal basis: art.6 par.1c GDPR)
- c) determination, pursuing and defending of the claims, for the period after which the claims resulting from the mutual agreement expire (legal basis: art.6 par.1f GDPR)

2. Period of data processing

Your personal data will be processed for the period of time necessary to achieve the purposes of processing, not shorter than for the period resulting from the requirements of legal regulations.

3. Data recipients

Your personal data may also be accessed by entities authorized to receive personal data on the basis of applicable law and other entities participating in the processes necessary to execute the concluded contracts. Data may be entrusted for processing to entities supporting the company's activity, e.g. an accounting office and a company servicing IT infrastructure, only on the basis of an appropriate processing entrustment agreement.

The administrator does not transfer personal data processed in its files to third countries or any international organizations

4. According to the GDPR regulations, you are entitled to:

- a) raise an objection to the processing of personal data at any time; the personal data administrator will stop to process your personal data for the purposes indicated in point 1, unless there are legitimate law grounds for this data that override your interests, rights and freedoms, or the data will be necessary for the possible determination, investigation or defense of claims
- b) obtain access to your personal data and receive their copies
- c) rectify / correct your data
- d) delete data, restrict the data processing if there is no other legal basis for processing
- e) rise the complaint to the supervisory authority- Office for Personal Data Protection (Warsaw, Stawki 2)

5. Information about requirement and the voluntary basis of data providing

Providing data is mandatory when the premise for their processing results from the legal provision. Providing data is voluntary if it is necessary for concluding the contract or processing the data basing on the obtained permission. Non-providing of the personal data results in impossibility of executing the contract or the purpose specified in the content of the permission.

6. Information about requirement and the voluntary basis of data providing

In the personal data processing, the data administrator does not make automated decisions including profiling based on the data provided for processing.